



## Council Meeting- Zoom

January 25, 2021 at 7:00 pm

Dial (929) 205-6099  
Meeting ID 770 964 2244

Electronic Device  
<https://zoom.us/j/7709642244>

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

The Honorable Linda J. Davis  
The Honorable Alex Heath  
The Honorable Hattie Portis-Jones

The Honorable Pat Pallend  
The Honorable Ulysses J. Smallwood  
The Honorable James Whitmore

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Arika Birdsong-Miller  
City Clerk

III. Invocation:

Apostle Dr. LaReese Howell  
New Horizons in Faith Ministry Inc.

IV. Adoption of City Council Minutes:

Councilmembers

- January 13, 2021 Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. Discussion:

1. Mayor Carr-Hurst: Transportation Special Purpose Local Option Sales Tax  
(TSPLOST)

VII. Agenda Items:

#### **1. Office of the Mayor**

**Mayor Elizabeth Carr-Hurst**

Appointment of Mayor Pro-Tem for 2021

Appointment of City Attorney for 2021

Appointment of Municipal Judge for 2021

Appointment of City Clerk for 2021

Appointment for Police Chief for 2021

Appointment for Fire Chief for 2021

Legal Organ of the City of Fairburn for 2021

**2. City Clerk**

**Mrs. Arika Birdsong-Miller**

For Mayor and Council to Discuss and Approve the 2021 City Council Meeting Schedule.

**3. Property Management**

**Mr. Harvey Stokes**

For Mayor and Council to Approve and Adopt the 2020 National Electric Code.

**4. Utilities Department**

**Mr. John Martin**

For Mayor and Council to Approve the Bid Award Recommendation for the Corbett Group, LLC in the amount of \$672,600 for the Fayetteville Road Water Main Improvements Project.

**5. Fire Department**

**Chief Cornelius Robinson**

For Mayor and Council to Approve the Purchase of Equipment from Ten-8 Fire & Safety Equipment of Georgia for the New Fire Engine in the amount of \$21,810.

**6. Engineering**

**Mr. Lester Thompson**

For Mayor and Council to Approve a Supplemental Agreement with Envirorisk for Contaminated Ground Water Remediation and Follow-Up Monitoring Service in the amount of \$46,950.

**7. Engineering**

**Mr. Lester Thompson**

For Mayor and Council to Approve Change Order #1 with Summit Construction and Development for Retaining Wall Surface Preparation at the Fairburn Train Depot Parking Lot Expansion Project in the amount \$7,500.

VIII. Council Comments

Councilmembers

IX. Executive Session

Attorney Randy Turner

X. Adjournment

Councilmembers

\*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 to discuss Litigation.*





City of Fairburn  
Mayor and Council Meeting- Zoom  
January 11, 2021  
7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Pro-Tem Ulysses J. Smallwood.
- II. Roll Call was taken by City Clerk Arika Birdsong-Miller with the following members present:
- |  |                                   |
|--|-----------------------------------|
| 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      |

*Mayor Elizabeth Carr-Hurst was absent.*

*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 Ministries.
- IV. Adoption of City Council Minutes:  
Motion to Approve December 14, 2020, Council Meeting Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Councilwoman Davis.  
Vote: 6-0: Motion Carried.
- V. Adoption of the Council Agenda:  
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. Agenda Items:

**1. City Attorney**

**Attorney Randy Turner**

For Mayor and Council to Approve the Ratification Settlement Agreement with Wiley & Howard Properties, LLC in the amount of \$12,442.97. Attorney Turner explained that in connection with the downtown improvement project, a certain area of sidewalk and packed earth in front of the Oz Pizza building was removed and replaced. The removed earth and sidewalk was immediately adjacent to the commercial structure which is owned Wiley & Howard Properties, LLC. Chris Wiley is the Managing Member and Owner of the LLC. During the construction activities, the structure experienced flooding. This flooding resulted in a loss to the owner in the amount of \$12,442.97 as follows: \$8,592.97 for repairs (which have been completed by the owner) and \$3,850.00 in lost rental income due to that portion of the structure not being available to the owner's lessee during the repair period. Councilman Heath asked why the contractor was not responsible for the damages. Attorney Turner stated that the contractor's insurance company denied the claim. Councilwoman Davis said that she thinks the City of Fairburn's staff made the right decision to settle the claim with Wiley & Howard Properties, LLC. Motion to Approve the Ratification Settlement Agreement with Wiley & Howard Properties, LLC in

the amount of \$12,442.97 was made by Councilman Pallend and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

**2. City Clerk**

**Mrs. Arika Birdsong-Miller**

For Mayor and Council to Approve the Resolution to Establish Qualifying Dates and Fees for the 2021 Municipal General Election. Mrs. Birdsong-Miller explained that Pursuant to O.C.G.A 21-2-132 (d)(4) each municipality superintendent shall designate the days of the qualifying period, which shall be no less than three days and no more than five days and the days must be consecutive. The qualifying dates shall begin Monday, August 16, 2021 and end on Wednesday, August 18, 2021. Motion to Approve the Resolution to Establish Qualifying Dates and Fees for the 2021 Municipal General Election was made by Councilman Whitmore and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

**VII. Council Comments:**

Councilwoman Portis-Jones expressed her condolences to Mayor Carr-Hurst and her family.

Councilman Pallend stated that he shared the same sentiment as Councilwoman Portis-Jones for Mayor Carr-Hurst's family.

Councilwoman Davis described what a great job Mayor Pro-Tem Smallwood did presiding over the Council Meeting. Councilwoman Davis offered her heartfelt condolences to Mayor Carr-Hurst on the loss of her daughter.

Councilman Heath asked everyone to pray for Mayor Carr-Hurst and her family during this difficult time.

Councilman Whitmore asked for prayers for Mayor Carr-Hurst. Councilman Whitmore also declared that the Durham Lakes golf club is scheduled to open on July 4, 2021.

Mayor Pro-Tem Smallwood expressed his sympathy for the Carr-Hurst and said that he is praying for them during this difficult time.

**VIII. Adjournment:** At 7:22 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 Councilwoman Portis-Jones.

Vote: 6-0: Motion Carried.

---

Arika Birdsong-Miller, City Clerk

---

Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT THE MAYOR PRO TEM  
FOR THE CITY OF FAIRBURN FOR 2021**

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☒ OTHER

**Submitted: 01/15/2021**

**Workshop: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ Yes ☒ No

---

**PURPOSE:** For Mayor and Council to appoint a member of Council to Mayor Pro Tem for the City of Fairburn for 2021.

**HISTORY:** Per Article II, Section 9 of the City of Fairburn City Charter, at the first regular meeting in each year, the Mayor shall appoint a member of City Council as Mayor Pro Tem.

**FACTS AND ISSUES:** The Mayor Pro Tem duties shall be to preside over the meetings of the City Council and perform all duties as Mayor in the absence or disqualification of the Mayor.

**RECOMMENDED ACTION:** For Mayor Elizabeth Carr-Hurst to appoint Hiram Alex Heath as Mayor Pro Tem for 2021.

  
Elizabeth Carr-Hurst, Mayor



## APPOINTMENT OF MAYOR PRO TEM

Per Article II, Section 9 of the Fairburn City Charter, at the first regular meeting in each year, the Mayor shall appoint a member of City Council as Mayor Pro Tem. The Mayor Pro Tem duties shall be to preside over the meetings of the City Council and perform all duties as Mayor in the absence or disqualification of the Mayor. On January 25, 2021, Councilman Hiram Alex Heath is appointed Mayor Pro Tem for the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A CITY ATTORNEY FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021                      Workshop: N/A                      Council Meeting: 01/25/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** 100-1320-52-1205 (Legal)

**PUBLIC HEARING?** ( ) Yes    (X) No

---

**PURPOSE:** For Mayor and Council to appoint William Randy Turner (Turner Ross Germain, LLC) as the City Attorney for the City of Fairburn.

**HISTORY:** Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to appoint a City Attorney in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn.

**FACTS AND ISSUES:** The Mayor and Council make annual appointments of the City Attorney pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

**RECOMMENDED ACTION:** For Mayor and Council to appoint William Randy Turner (Turner Ross Germain, LLC) as City Attorney for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor





## APPOINTMENT OF CITY ATTORNEY

Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to appoint a City Attorney in the opinion of the said Mayor and Council for the management and operation of business of the City of Fairburn. On January 25, 2021, William Randy Turner (Turner Ross Germain, LLC) was appointed City Attorney for the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor



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

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A MUNICIPAL JUDGE FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021      Workshop: N/A      Council Meeting: 01/25/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** 100-2650-52-1200

**PUBLIC HEARING?** ( ) Yes    (X) No

---

**PURPOSE:** For Mayor and Council to appoint Judge Monica Ewing as the Municipal Judge for the City of Fairburn.

**HISTORY:** Per Article IV, Section 27 of the Fairburn City Charter, the Mayor and Council shall elect a person as Municipal Judge whose duties shall be to preside in the Recorder's Court and shall perform such duties as the City Council may prescribe by ordinance, rule or otherwise.

**FACTS AND ISSUES:** The Mayor and Council make annual appointments of the Municipal Judge pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

**RECOMMENDED ACTION:** For Mayor and Council to appoint Judge Monica Ewing as Municipal Judge for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor



## APPOINTMENT OF MUNICIPAL JUDGE

Per Article IV, Section 27 of the Fairburn City Charter, the Mayor and Council shall elect a person as Municipal Judge whose duties shall be to preside in the Recorder's Court and shall perform such duties as the City Council may prescribe by ordinance, rule or otherwise. On January 25, 2021, Judge Monica Ewing is appointed the Municipal Judge of the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A CITY CLERK FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021                      Workshop: N/A                      Council Meeting: 01/25/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** 100-1310-51-1100

**PUBLIC HEARING?** ☐ Yes    ☒ No

---

**PURPOSE:** For Mayor and Council to appoint Arika Birdsong-Miller as the City Clerk for the City of Fairburn.

**HISTORY:** Per Article IV, Section 28 of the Fairburn City Charter, the Mayor and Council shall elect a person as City Clerk whose duties shall be to keep an accurate record of minutes of all meetings and shall perform all duties prescribed for him/her by the Mayor and Council of the City.

**FACTS AND ISSUES:** The Mayor and Council make annual appointments of the City Clerk pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

**RECOMMENDED ACTION:** For Mayor and Council to appoint Arika Birdsong-Miller as City Clerk for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor



## APPOINTMENT OF CITY CLERK

Per Article IV, Section 28 of the Fairburn City Charter, the Mayor and Council shall elect a person as City Clerk whose duties shall be to keep an accurate record of minutes of all meetings and shall perform all duties prescribed for him/her by the Mayor and Council of the City. The Mayor and Council make annual appointments of the City Clerk pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 25, 2021, Arika Birdsong-Miller is appointed City Clerk for the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A POLICE CHIEF FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021**

**Workshop: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Mayor and Council

**BUDGET IMPACT:** 100-3200-51-1100

**PUBLIC HEARING?** ☐ Yes ☒ No

---

**PURPOSE:** For Mayor and Council to Appoint Stoney Mathis as the Police Chief for the City of Fairburn.

**HISTORY:** Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the rights and power to elect officers or employees in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn.

**FACTS AND ISSUES:** The Mayor and Council make annual appointments of the Police Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

**RECOMMENDED ACTION:** For Mayor and Council to Appoint Stoney Mathis as Police Chief for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor





## APPOINTMENT OF POLICE CHIEF

Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to elect officers and employers in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn. The Mayor and Council make annual appointments of the Police Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 25, 2021, Stoney Mathis is appointed Police Chief for the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A FIRE CHIEF FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021**

**Workshop: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Mayor and Council

**BUDGET IMPACT:** 100-3500-51-1100

**PUBLIC HEARING?** ☐ Yes ☒ No

---

**PURPOSE:** For Mayor and Council to appoint Cornelius Robinson as the Fire Chief for the City of Fairburn.

**HISTORY:** Per Article IV, Section 32 of the Fairburn City Charter, the Mayor and Council shall have the right to elect a Chief of the Fire Department.

**FACTS AND ISSUES:** The Mayor and Council make annual appointments of the Fire Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

**RECOMMENDED ACTION:** For Mayor and Council to appoint Cornelius Robinson as Fire Chief for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor



## APPOINTMENT OF FIRE CHIEF

Per Article IV, Section 32 of the Fairburn City Charter, the Mayor and Council have the right and power to elect a Chief of the Fire Department and to fix compensation for the members of the said department. The Mayor and Council make annual appointments of the Fire Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 25, 2021, Cornelius Robinson is appointed Fire Chief for the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT A LEGAL ORGAN FOR THE CITY OF FAIRBURN FOR 2021**

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

**Submitted: 01/15/2021                      Workshop: N/A                      Council Meeting: 01/25/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ Yes    ☒ No

---

**PURPOSE:** For Mayor and Council to consider and appoint the South Fulton Neighbor Newspaper as the legal organ of the City.

**HISTORY:** An official legal organ for the City of Fairburn is appointed every year.

**FACTS AND ISSUES:** In January of each year, Mayor and Council will confirm the official legal organ of the City.

**RECOMMENDED ACTION:** For Mayor and Council to appoint South Fulton Neighbor Newspaper as the official legal organ for the City of Fairburn for 2021.

  
Elizabeth Carr-Hurst, Mayor



## APPOINTMENT OF LEGAL ORGAN

An official legal organ for the City of Fairburn is appointed every year. In January of each year, Mayor and Council will confirm the official legal organ of the City. On January 25, 2021, the South Fulton Neighbor Newspaper is appointed the Legal Organ of the City of Fairburn for 2021.

---

Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO DISCUSS AND APPROVE THE 2021 CITY COUNCIL MEETING SCHEDULE**

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

**Submitted: 01/19/2021**

**Work Session: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** City Clerk

**BUDGET IMPACT:** N/A

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

---

**PURPOSE:** For Mayor and Council to Discuss and Approve the 2021 City Council Meeting Schedule.

**HISTORY:** Per Section Article IV, Section 34 of the Fairburn City Charter, regular sessions of the Mayor and Council shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at the City Hall or such other places as may be designated by the said Mayor and Council.

**FACTS AND ISSUES:** In January of each year, Mayor and Council confirm the Council Meeting dates for the year.

**RECOMMENDED ACTION:** For Mayor and Council to Approve the dates for the 2021 Council Meeting.

  
Elizabeth Carr-Hurst, Mayor





## City Council 2021 Meeting Schedule

The Mayor and Council meet the 2nd and 4th Monday of every month . The Workshops begin at 6:00 PM and the Council Meetings begin at 7:00 PM. Meeting dates and times are subject to change. Please visit the City of Fairburn's website for up to date information at [www.fairburn.com](http://www.fairburn.com).

Date of Meeting	Meeting Status
January 11, 2021	As scheduled
January 25, 2021	As scheduled
February 8, 2021	As scheduled
February 22, 2021	As scheduled
March 8, 2021	As scheduled
March 22, 2021	State of the City Address (Virtual)
April 12, 2021	As scheduled
April 26, 2021	As scheduled
May 10, 2021	As scheduled
May 24, 2021	As scheduled
June 14, 2021	As scheduled
June 28, 2021	GMA Conference- TBD
July 12, 2021	Proposed Council Holiday
July 26, 2021	As scheduled
August 9, 2021	As scheduled
August 23, 2021	As scheduled
September 13, 2021	As scheduled
September 27, 2021	As scheduled
October 11, 2021	As scheduled
October 25, 2021	As scheduled
November 8, 2021	As scheduled
November 22, 2021	Cancelled- Thanksgiving Holiday
December 13, 2021	As scheduled
December 27, 2021	Cancelled- Christmas Holiday



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE AND ADOPT THE 2020 NATIONAL ELECTRIC CODE**

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

**Submitted: 01/19/2021**

**Workshop: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Property Management

**BUDGET IMPACT:** N/A

---

**PURPOSE:** For Mayor and Council to Adopt the following Building Construction Codes for Enforcement: 2020 Edition National Electrical Code

**HISTORY:** On December 28, 2020 the Georgia Department of Community Affairs adopted the 2020 National Electrical Code to be enforced in the State of Georgia. After the 2017 version, several changes occurred in the newer version geared toward new single-family home construction. Most notables is requiring all new homes to have a surge protector installed to protect modern electronics against power surges, this change includes older homes when the services are upgraded. Another is the exterior disconnects, better known as the "Emergency Disconnect" for public safety. Under the old rule if the panel was within 25' of the meter base no exterior disconnect was required, the new code will benefit our fire service so that the power can be disconnect by staff rather than waiting on the utility company to remove the meter.

**RECOMMENDED ACTION:** Staff recommends Mayor and Council adopt the Ordinance Approving the 2020 National Electrical Codes as adopted the Georgia Department of Community Affairs.

  
Elizabeth Carr- Hurst, Mayor

Brian P. Kemp  
Governor



Christopher Nunn  
Commissioner

## MEMORANDUM

**TO:** Building Officials  
State Codes Advisory Committee  
Industrialized Buildings Advisory Committee  
Industrialized Building Manufacturers and Third-Party Inspectors  
Interested Parties

**FROM:** Ted Miltiades, Director  
Office of Construction Codes and Industrialized Buildings

**DATE:** December 28, 2020

**SUBJECT:** New Georgia Codes and Amendments - Effective January 1, 2021

The Department of Community Affairs has adopted one new mandatory State Minimum Standard Code without Georgia State Amendments and two new permissive codes with Georgia State Amendments which became effective on January 1, 2021. The new codes and amendments are as follows:

### **Mandatory State Codes:**

2020 National Electrical Code without Georgia Amendments

### **Permissive Codes:**

2018 International Existing Building Code with Georgia Amendments

2018 International Property Maintenance Code with Georgia Amendments

Copies of the 2021 Georgia State Amendments are available on DCA's webpage at:

<https://www.dca.ga.gov/node/6991>

If you need further assistance regarding these changes, please contact the Department of Community Affairs, Office of Construction Codes and Industrialized Buildings, at 404-679-3118 or by email at [codes@dca.ga.gov](mailto:codes@dca.ga.gov).





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE BID AWARD RECOMMENDATION FOR THE CORBETT GROUP, LLC IN THE AMOUNT OF \$672,600 FOR THE FAYETTEVILLE ROAD WATER MAIN IMPROVEMENT PROJECT**

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

Submitted: 01/19/2021

Work Session: N/A

Council Meeting: 01/25/2021

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

**BUDGET IMPACT:** The budget impact of this bid award will be \$672,600. The proposed expenditures will come out of the Water & Sewer Account (505-0000-54-1400).

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

---

**PURPOSE:** For Mayor and City Council to Approve the bid award recommendation for the Corbett Group, LLC in the amount of \$672,600 for the Fayetteville Road Water Main Improvement Project.

**HISTORY:** The City of Fairburn (City) had experienced ongoing maintenance issues with the water distribution system on Fayetteville Road from Edelweiss Drive to Broad Street. City staff had identified recurring water main leaks, resulting in costly repairs, on the existing 6-inch water main in this area. Due to the age of this water main, and the ongoing repair expenses, the City desired to replace this, approximately 5,000 linear feet, portion of the 6-inch water main.

**FACTS AND ISSUES:** ISE assisted City staff during the competitive bidding process. This included responding to bid phase RFIs, issuing the addenda, attending the bid opening, and making the contractor award recommendation. The bid was closed on December 22, 2020. On December 29, 2020, the Corbett Group, LLC was awarded the bid award recommendation as the lowest bidder.

**RECOMMENDED ACTION:** Staff recommends that the Mayor and City Council Approve the bid award recommendation for the Corbett Group, LLC in the amount of \$672,600 for the Fayetteville Road Water Main Improvement.

  
Elizabeth Carr-Hurst, Mayor



December 29, 2020

Mr. John Martin  
Utilities Director  
City of Fairburn  
56 Malone St  
Fairburn, GA 30213

RE: Fayetteville Road Water Main Improvements - Bid Award Recommendation

Dear Mr. Martin,

Integrated Science & Engineering, Inc. (ISE) has reviewed the bids received by the City of Fairburn at 2:00 P.M., local time, on Tuesday, December 22, 2020 for the above-referenced project. A total of eight (8) bids were received. ISE has reviewed each bid for completeness and accuracy. The following Contractors submitted bids:

Bid Order	Contractor	Base Bid Amount
1	The Corbett Group LLC	\$672,600.00
2	United Grading & Excavating	\$679,840.00
3	RDJE Inc	\$696,677.00
4	Helix Group Inc	\$757,550.00
5	Crawford Grading & Pipeline Inc	\$832,503.63
6	Shockley Plumbing	\$903,250.00
7	GS Construction Inc	\$1,198,500.00
8	Site Engineering Inc	\$1,714,400.00

A bid tab was prepared for each bidder (attached) to verify bid amounts provided for unit prices were summed correctly. One error was found and is shown in italicized and bold text. The error did not affect the total bid.

All bidders were considered qualified, responsive, and had attended the encouraged pre-bid meeting. After initial review of the bids, the low bid amount of \$672,600.00 was submitted by The Corbett Group, LLC of Douglasville, Ga.

Mr. John Martin  
December 29, 2020  
Page 2 of 2

Bid review and contacted references indicate The Corbett Group, LLC is qualified for civil infrastructure projects, has specifically completed projects similar in scope to this project, and meets the requirements of the bidding documents. As such, ISE recommends the contract be awarded to **The Corbett Group, LLC** in the amount of **\$672,600.00**

If there are any questions or concerns, please feel free to contact the undersigned.

Sincerely,

**INTEGRATED SCIENCE & ENGINEERING, INC**



Cary R. Dial, P.E.  
Principal

Enc: Bid Tabulation



BASE BID						The Corbett Group LLC		United Consolidated Group Inc		RDJE Inc		Haltz Group Inc		Crawford Grading & Pipeline Inc		Shockey Plumbing		GS Construction Inc		Site Engineering Inc	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)
CONSTRUCTION ITEMS																					
1	GENERAL CONDITIONS	1	LS			\$ 25,000.00	\$ 25,000.00	\$ 22,522.00	\$ 22,522.00	\$ 46,000.00	\$ 46,000.00	\$ 84,000.00	\$ 84,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 36,000.00	\$ 36,000.00
2	TRAFFIC CONTROL	1	LS			\$ 12,000.00	\$ 12,000.00	\$ 10,504.00	\$ 10,504.00	\$ 16,001.00	\$ 16,001.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00
3	LANDSCAPE COMPLETE	1	LS			\$ 2,200.00	\$ 2,200.00	\$ 14,450.00	\$ 14,450.00	\$ 2,994.00	\$ 2,994.00	\$ 5,500.00	\$ 5,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
4	MAIL BOX REMOVAL AND REPLACEMENT	11	EA			\$ 100.00	\$ 1,100.00	\$ 133.00	\$ 1,463.00	\$ 162.00	\$ 1,818.00	\$ 225.00	\$ 2,475.00	\$ 100.00	\$ 1,100.00	\$ 250.00	\$ 2,750.00	\$ 300.00	\$ 3,300.00	\$ 3,900.00	\$ 4,290.00
5	TRENCH CAP (DEMO, BACKFILL, CONCRETE, ETC.)	4,000	LF			\$ 18.00	\$ 72,000.00	\$ 20.00	\$ 80,000.00	\$ 6.01	\$ 24.00	\$ 2.00	\$ 11,200.00	\$ 17.84	\$ 71,360.00	\$ 22.00	\$ 88,000.00	\$ 50.00	\$ 200,000.00	\$ 116.00	\$ 464,000.00
WATER MAIN																					
6	8-INCH DUCTILE IRON PIPE	4,800	LF			\$ 64.00	\$ 307,200.00	\$ 44.12	\$ 211,952.00	\$ 70.10	\$ 336,768.00	\$ 58.50	\$ 280,800.00	\$ 65.25	\$ 313,200.00	\$ 70.00	\$ 336,000.00	\$ 120.00	\$ 576,000.00	\$ 91.00	\$ 436,800.00
7	NEW FIRE HYDRANT ASSEMBLY	10	EA			\$ 4,500.00	\$ 45,000.00	\$ 3,700.00	\$ 37,000.00	\$ 4,100.00	\$ 41,000.00	\$ 9,000.00	\$ 90,000.00	\$ 4,500.00	\$ 45,000.00	\$ 4,000.00	\$ 40,000.00	\$ 4,500.00	\$ 45,000.00	\$ 4,000.00	\$ 40,000.00
8	REMOVE EXISTING FIRE HYDRANT ASSEMBLY AND CAP WATER MAIN	10	EA			\$ 800.00	\$ 8,000.00	\$ 200.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$ 1,075.00	\$ 10,750.00	\$ 576.55	\$ 5,765.50	\$ 3,000.00	\$ 30,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00
9	WATER SERVICE RECONNECTION - SHORT SIDE	28	EA			\$ 550.00	\$ 15,400.00	\$ 540.00	\$ 15,120.00	\$ 498.00	\$ 14,076.00	\$ 528.00	\$ 14,784.00	\$ 1,234.66	\$ 34,569.28	\$ 1,000.00	\$ 28,000.00	\$ 500.00	\$ 14,000.00	\$ 1,500.00	\$ 42,000.00
10	WATER SERVICE RECONNECTION - LONG SIDE	25	EA			\$ 900.00	\$ 22,500.00	\$ 867.00	\$ 21,675.00	\$ 1,679.00	\$ 41,975.00	\$ 900.00	\$ 22,500.00	\$ 1,741.76	\$ 43,544.00	\$ 2,000.00	\$ 50,000.00	\$ 1,000.00	\$ 25,000.00	\$ 2,400.00	\$ 60,000.00
11	8-INCH CONNECTION TO PROPOSED 8-INCH DIP	1	EA			\$ 4,800.00	\$ 4,800.00	\$ 5,110.00	\$ 5,110.00	\$ 4,805.00	\$ 4,805.00	\$ 6,350.00	\$ 6,350.00	\$ 9,984.29	\$ 9,984.29	\$ 12,000.00	\$ 12,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
12	8-INCH CONNECTION TO PROPOSED 8-INCH DIP	12	EA			\$ 4,800.00	\$ 57,600.00	\$ 4,314.00	\$ 51,768.00	\$ 2,650.00	\$ 31,800.00	\$ 5,500.00	\$ 66,000.00	\$ 8,520.37	\$ 102,244.44	\$ 6,500.00	\$ 78,000.00	\$ 1,500.00	\$ 18,000.00	\$ 11,000.00	\$ 132,000.00
13	1.5-INCH CONNECTION TO PROPOSED 8-INCH DIP	2	EA			\$ 2,800.00	\$ 5,600.00	\$ 1,807.00	\$ 3,614.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,719.47	\$ 7,438.94	\$ 2,300.00	\$ 4,600.00	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 8,000.00
14	DEFLECTION UNDER STORM DRAIN	8	EA			\$ 500.00	\$ 4,000.00	\$ 360.00	\$ 2,880.00	\$ 1,254.00	\$ 10,032.00	\$ 4,350.00	\$ 34,800.00	\$ 2,492.06	\$ 19,936.48	\$ 3,000.00	\$ 24,000.00	\$ 1,000.00	\$ 8,000.00	\$ 6,000.00	\$ 48,000.00
15	8-INCH STANDARD TERMINATION	1	EA			\$ 1,000.00	\$ 1,000.00	\$ 635.00	\$ 635.00	\$ 695.00	\$ 695.00	\$ 860.00	\$ 860.00	\$ 1,350.00	\$ 1,350.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
16	8-INCH STANDARD TERMINATION	7	EA			\$ 600.00	\$ 4,200.00	\$ 626.00	\$ 4,382.00	\$ 600.00	\$ 4,200.00	\$ 860.00	\$ 6,020.00	\$ 1,800.00	\$ 12,600.00	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00	\$ 3,000.00	\$ 21,000.00
17	1.5-INCH STANDARD TERMINATION	2	EA			\$ 350.00	\$ 700.00	\$ 292.00	\$ 584.00	\$ 375.00	\$ 750.00	\$ 680.00	\$ 1,360.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,500.00	\$ 3,000.00
18	8-INCH DATE VALVE	13	EA			\$ 1,450.00	\$ 18,850.00	\$ 1,200.00	\$ 15,600.00	\$ 1,440.00	\$ 18,720.00	\$ 1,500.00	\$ 19,500.00	\$ 1,500.00	\$ 19,500.00	\$ 1,500.00	\$ 19,500.00	\$ 1,500.00	\$ 19,500.00	\$ 1,800.00	\$ 23,400.00
19	UN-CAGED BORE	200	LF			\$ 80.00	\$ 16,000.00	\$ 83.00	\$ 16,600.00	\$ 23.00	\$ 4,600.00	\$ 145.00	\$ 29,000.00	\$ 50.00	\$ 10,000.00	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00
EROSION CONTROL ITEMS																					
20	HAYBALE CHECK DAM (50#B)	32	EA			\$ 75.00	\$ 2,400.00	\$ 80.00	\$ 2,560.00	\$ 48.00	\$ 1,536.00	\$ 250.00	\$ 8,000.00	\$ 15.00	\$ 480.00	\$ 200.00	\$ 6,400.00	\$ 100.00	\$ 3,200.00	\$ 200.00	\$ 6,400.00
21	INLET SEDIMENT TRAPS (50#F)	4	EA			\$ 125.00	\$ 500.00	\$ 129.00	\$ 516.00	\$ 120.00	\$ 480.00	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 200.00	\$ 800.00
22	DISTURBED AREA STABILIZATION (24L DMT, DMS, DMS)	500	CY			\$ 1.00	\$ 500.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00	\$ 2.50	\$ 1,250.00	\$ 3.00	\$ 1,500.00	\$ 2.00	\$ 1,000.00	\$ 20.00	\$ 10,000.00	\$ 30.00	\$ 15,000.00
ALLOWANCE																					
23	TRENCH ROCK EXCAVATION	200	CY	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00
24	TRENCH UNSUITABLE SOILS	300	CY	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00	\$ 42.00	\$ 12,600.00
25	UTILITY RELOCATION ALLOWANCE	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
26	ENGINEER DIRECTED CHANGES	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
27	TESTING AND INSPECTION ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL (IN FIGURES)							\$ 672,663.00		\$ 870,543.00		\$ 696,677.00		\$ 757,520.00		\$ 827,500.83		\$ 803,750.00		\$ 1,188,500.00		\$ 1,714,400.00

**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

THIS IS AN AGREEMENT made as of 8/14, 2017, between the City of Fairburn, Georgia ("CLIENT") and Integrated Science & Engineering, Inc. ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

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

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

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

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

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

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

**2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

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

2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.

2.3 **Comprehensive Design Phase.** The ENGINEER shall:

2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.

2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.

2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.

2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.

2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.

2.4 **Pre-Construction Phase.** The ENGINEER shall:

2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.

2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.

2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.



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

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

### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

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

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

#### **4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER**

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

## **5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES**

### **5.1 CLIENT shall:**

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

## **6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES**

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER,



which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

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

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.
- 7.0 **SECTION 7 – GENERAL CONSIDERATIONS**
- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

**7.4 Successors and Assigns.**

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

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

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



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


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

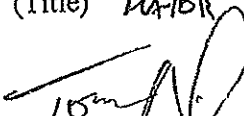
This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire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

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

**CLIENT:**


City of Fairburn


  
(Name) MARIO B. AVERY  
(Title) MAYOR

  
Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.

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

  
Attest:

## ATTACHMENT A

### UNIT RATES

Integrated Science & Engineering, Inc.

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



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

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF FIRE EQUIPMENT FOR NEW FIRE ENGINE FROM TEN 8 FIRE AND SAFETY EQUIPMENT OF GEORGIA.**

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

**Submitted: 01/20/2021**

**Work Session: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Fire Department

**BUDGET IMPACT:** \$21,810, budget line item 100-3500-54-2500 (Other Equipment)

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

---

**PURPOSE:** For Mayor and Council to Approve the purchase of equipment for the new fire engine. Most of this equipment will replace the equipment that is being retired from 1992.

**HISTORY:** The new equipment for the 2020 engine will meet all new current standards from the National Fire Protection Agency (NFPA) which has been adopted by the State of Georgia.

**FACTS AND ISSUES:** This purchase will allow the Fire Department to upgrade to modern day equipment and technology and replace some of the equipment that was purchased in 1992.

**RECOMMENDED ACTION:** For Mayor and Council Approve the purchase of the fire equipment for the Fairburn Fire Department.

  
Elizabeth Carr-Hurst, Mayor



**IN SERVICE TO SERVE YOU**

Ten-8 Fire & Safety Equip of GA  
1591 Collier Road  
Forsyth, GA 31029  
Phone : 1-478-994-3235  
Fax : 1-478-994-6458

## Sales Quote

Page: 1

Sales Quote Number: SQ12729  
Sales Quote Date: 10/11/2020

Customer ID TEN-8 GA  
SalesPerson RICHARD  
Email : Rmckinney@ten8fire.com  
Ten-8 Contact Derick Bouwer  
Email : debouwer@ten8fire.com

**Sell To :**

FAIRBURN FIRE DEPARTMENT  
CHIEF ROBINSON  
ATTN: ACCOUNTS PAYABLE  
56 MALONE STREET  
FAIRBURN, GA 30213

**Ship To :**

FAIRBURN FIRE DEPARTMENT  
CHIEF ROBINSON  
ATTN: ACCOUNTS PAYABLE  
56 MALONE STREET  
FAIRBURN, GA 30213

Payment Terms : Due Upon Receipt Of  
Product Or Service

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
KEY-RC50-450STZ 100	PRO FLOW 5" X 100FT CPL STORZ yel BRAD	EACH	10	546.59	5,465.90
KEY-DP30-ECO-ARN-50 YEL	HOSE DJ 3" X 50 YELLOW GROVETOWN	EACH	20	172.00	3,440.00
KEY-DP17-800ARN-50	HOSE BIG 10 DJ 1.75" X 50 FT WHITE BRAD	EACH	4	103.53	414.12
KEY-DP17-800ARN-50 YEL	HOSE BIG 10 DJ 1.75 X 50 YELLOW BRAD	EACH	4	118.24	472.96
KEY-DP25-1000ARN-50 YEL	COMBAT READY 2.5 X 50' YELLOW GROVETOWN	EACH	4	239.00	956.00
ELK-8296201	RAM XD MONITOR (DOES NOT INCLUDE TIPS OR NOZZLE)	EACH	1	1,843.86	1,843.86
ELK-8296-MB	TRUCK MTG BRKT FOR RAM	EACH	1	131.33	131.33
TFT-XFI-PLNJ	HURRICANE MONITOR, 3" INLET	EACH	1	1,089.08	1,089.08
TFT-MST-4NJ	4 STACKED TIPS 2.5 INLET 1-3/8", 1-1/2", 1-3/4", 2"	EACH	1	341.46	341.46
R42-CTC1000	RESCUE 42 TELECRIB JUNIOR STRUT	EACH	1	1,110.94	1,110.94
R42-CTC-1020	TELECRIB JR STRUT MOUNTING BRACKET	EACH	1	75.98	75.98
STR-90509	SURVIVOR LED W/12vt FAST CHG	EACH	4	135.41	541.64
STR-44451	C4 LED FIRE VULCAN W/VEH MOUNT	EACH	2	155.56	311.12
	HURST E-SPREADER POLYTECH AMERICA MOUNT (NEED MODEL# FOR CORRECT MOUNT)	EACH	1	700.00	700.00
	HURST E-CUTTER POLYTECH AMERICA MOUNT (NEED MODEL# FOR CORRECT MOUNT)	EACH	1	700.00	700.00
TFT-FTGF34F1S	REAR 15/16" TIP, AUTO 75 PSI, 60-150 GPM	EACH	2	925.00	1,850.00
TFT-GF3C1F	G FORCE NOZZLE SELECTABLE GAL	EACH	1	565.00	565.00
KEY-DP17-ECO-ARN-50 YEL	DJ HOSE YELLOW 1.75 X 50 BLEM HOSE	EACH	3	88.00	264.00
	USED QUARTZ HALOGEN TRIPOD LIGHTS	EACH	2	250.00	500.00
	USED QUARTZ HALOGEN SCENE LIGHTS	EACH	6	25.00	150.00
	USED JUNCTION BOXES	EACH	2	75.00	150.00
	USED ELKHART NOZZLES	EACH	6	100.00	600.00
	USED 6' PIKE POLE	EACH	1	20.00	20.00
	USED 101 PIKE POLE	EACH	1	20.00	20.00





**IN SERVICE TO SERVE YOU**

Ten-8 Fire & Safety Equip of GA  
1591 Collier Road  
Forsyth, GA 31029  
Phone : 1-478-994-3235  
Fax : 1-478-994-6458

## Sales Quote

Page: 2

Sales Quote Number: SQ12729  
Sales Quote Date: 10/11/2020

Customer ID: TEN-8 GA  
SalesPerson: RICHARD  
Email: Rmckinney@ten8fire.com  
Ten-8 Contact: Derick Bouwer  
Email: debouwer@ten8fire.com

**Sell To :**

FAIRBURN FIRE DEPARTMENT  
CHIEF ROBINSON  
ATTN: ACCOUNTS PAYABLE  
56 MALONE STREET  
FAIRBURN, GA 30213

**Ship To :**

FAIRBURN FIRE DEPARTMENT  
CHIEF ROBINSON  
ATTN: ACCOUNTS PAYABLE  
56 MALONE STREET  
FAIRBURN, GA 30213

Payment Terms : Due Upon Receipt Of  
Product Or Service

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
FRT	FREIGHT CHARGES	EACH	1	96.61	96.61

Amount Subject to Sales Tax 0  
Amount Exempt from Sales Tax 21,810.00

**Subtotal:** 21810.00  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
**Total:** 21,810.00

This Quote is valid until 11/10/20

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at [www.ten8fire.com/returns](http://www.ten8fire.com/returns).

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
100-3500-53-1100 Office Supplies	3,000.00	0.00	0.00	64.01	0.00	2,935.99	2.13
100-3500-53-1210 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-53-1215 Storm Water Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-53-1220 Natural Gas	4,250.00	0.00	249.72	680.83	0.00	3,818.89	10.14
100-3500-53-1230 Electricity	1,000.00	0.00	17.54	67.63	0.00	949.91	5.01
100-3500-53-1270 Gasoline	35,000.00	0.00	0.00	0.00	0.00	35,000.00	0.00
100-3500-53-1600 Small Equip 500-5000	20,000.00	0.00	0.00	1,158.89	0.00	18,841.11	5.79
100-3500-53-1700 Misc Supplies <500	19,300.00	146.57	0.00	4,017.91	0.00	15,282.09	20.82
100-3500-53-1705 Burn Prev Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-53-1710 Uniforms/Clothing	50,320.00	0.00	0.00	1,385.05	0.00	48,934.95	2.75
100-3500-53-1721 Repair Parts-Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-53-1725 Repair Parts (Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-53-1740 EMS Supplies	36,520.00	0.00	0.00	1,029.81	0.00	35,490.19	2.82
TOTAL Supplies	169,390.00	146.57	267.26	8,404.13	0.00	161,253.13	4.80
<u>Capital Outlay</u>							
100-3500-54-1000 Other Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-1300 Building Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-1301 Architect Design Fire	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-2200 Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-2300 Furniture & Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-2400 Computers and Softwar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-2500 Other Equipment	40,540.00	0.00	0.00	0.00	0.00	40,540.00	0.00
100-3500-54-2600 Building Renovations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-54-2700 Health and Wellness	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	40,540.00	0.00	0.00	0.00	0.00	40,540.00	0.00
<u>Debt Service</u>							
100-3500-58-1200 Capital Lease Princip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-3500-58-2200 Capital Lease Interes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Fire Department	3,743,712.00	146.57	267.26	604,693.22	0.00	3,139,286.04	16.15



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PROPOSAL FROM ENVIRORISK CONSULTANTS TO CONDUCT CONTAMINATED GROUNDWATER REMEDIATION & FOLLOW-UP MONITORING SERVICES ON THE DOWNTOWN LCI STREETSCAPE PROJECT**

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

**Submitted: 01/19/2021**

**Work Session: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact will be \$46,950. 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 a proposal from Envirorisk Consultants, Inc. to conduct contaminated groundwater remediation and follow-up monitoring services on the Downtown LCI Streetscape Project for an amount of \$46,950.

**HISTORY:** Due to the presence of higher concentrations of dissolved benzene and total BTEX in the groundwater, Georgia EPD is requiring preparation of a Corrective Action Plan – Part B (CAP-B) by February 15, 2021.

**FACTS AND ISSUES:** The CAP-B will include the installation of 3 to 4 temporary monitoring wells, sampling, field gauging, surveying, and preparation of a groundwater remediation plan using In-Situ Chemical Oxidation (ISCO). After EPD approval of the CAP-B, Envirorisk will implement an ISCO injection in the former tank pit using 1750-2,000 gallons of activated sodium persulfate with calcium peroxide. Approximately 30 days following the ISCO injection, allowing time for adequate oxidant treatment, Envirorisk will resample the monitoring wells and prepare a Monitoring Only Report (MOR) #1. Pending the results, Envirorisk will likely request “No Further Action” (NFA) along with MOR #1 submittal. NFA approval will be at the discretion of Georgia EPD and based on experience, up to three (-3-) additional quarterly sampling events and reports (MORs) may be required.

Below is a breakdown of the costs with contingencies to hopefully eliminate future proposal requests.

- Temporary well installation, sampling, & CAP-B preparation – \$14,200.00
- ISCO treatment (up to 2,000 gal), 30-day sampling, MOR prep – \$22,250.00
- 3 additional sampling events and MORs-**\$3,500.00/event x 3** – \$10,500.00

**TOTAL: \$46,950.00**

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the proposal from Envirorisk Consultants for \$46,950.



---

*Elizabeth Carr-Hurst, Mayor*



**ENVIRORISK CONSULTANTS, INC.**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Envirorisk Consultants, Inc. (Envirorisk) shall perform *CAP-B Groundwater Remediation & Follow-up Monitoring Services* based on the findings of the recent UST Closure and as required in the recent 12-15-2020 Georgia EPD letter. These services are described in detail in the Proposal Acceptance Agreement (attached on Page 3). Any estimate of cost to the Client as stated in this contract shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). Envirorisk may provide additional services under this contract as requested by the Client and invoice the Client for those additional services as described or at the listed standard rates. The prices shown will be valid for thirty (30) days unless otherwise stated in the proposal.

**2. RIGHT OF ENTRY**

The Client will provide for right of entry of Envirorisk personnel and all necessary equipment to the project site or sites, in order to complete the work.

**3. INVOICES**

Envirorisk will complete all services as described and will submit lump sum invoices in accordance with the breakdown provided in the Proposal Acceptance Agreement. All invoices will be issued with DUE UPON RECEIPT payment terms. Report submittal will require a secure login set-up by the tank owner on the Georgia EPD database (GEOS). One hard copy of the UST Closure will be provided to the Client. Interest charges will start to accrue ten (10) days from invoice date. Client agrees to pay an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay Envirorisk for its services in accordance with this agreement.

**4. OWNERSHIP OF DOCUMENTS**

The results of Envirorisk's services under this agreement shall be the exclusive property of Client, and all documents (including, without limitation, all writings, drawings, blueprints, picture, recordings, and all copies or reproductions thereof) that describe or relate to the services performed or to be performed pursuant to this agreement or the results thereof, including, without limitation, all notes, data, reports or other information received or generated in the performance of this agreement, shall be the exclusive property of Client and shall be delivered to Client upon request, (except for one copy, which may be retained by Envirorisk for its files). No articles, papers, treatises, or presentations pursuant to this agreement shall be presented or submitted for publication without the prior written consent of Client. Client agrees that all reports and other work furnished to Client or his agents which are not paid for will be returned upon demand and will not be used by Client for any purpose whatsoever.

**5. DISPUTES**

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. Should mediation not successfully resolve the dispute, the dispute shall be brought in the Superior Court of Walton County. The parties irrevocably submit to the jurisdiction of said court and waive any defenses relating to personal jurisdiction or venue. This Agreement shall be interpreted under the laws of the state of Georgia.

**6. STANDARD OF CARE**

Service performed by Envirorisk under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

**ENVIRORISK CONSULTANTS, INC.**  
**GENERAL TERMS AND CONDITIONS**

**7. LIMITATION OF LIABILITY**

For any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action, Envirorisk's liability under this Agreement, including that of its employees, agents, directors, officers, and subcontractors, shall not exceed the total cost shown on the proposal. In no event shall Envirorisk be liable to Client for consequential damages, including, but not limited to, lost profits.

**8. TERMINATION**

Client reserves the right to terminate the project at any time upon ten (10) days written notice. If termination is for convenience, Client shall reimburse Envirorisk for services performed to the termination notice date plus reasonable expenses of termination. The expenses of termination shall include all direct costs of Envirorisk and reasonable expenses to demobilize. Either party may terminate this agreement upon ten (10) days written notice in the event of substantial failure by the other party to form in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this agreement is terminated due to Envirorisk's failure to perform, Client shall pay Envirorisk for services performed to the termination notice date; provided that any disputed work performed, or services rendered by Envirorisk shall be subject to the provisions of Section 5 of this agreement.

**9. ASSIGNS**

Neither the Client nor Envirorisk may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Envirorisk.

**10. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the above-mentioned contract, wording of the Terms and Conditions shall govern unless the contract clearly and expressly voids the conflicting element in the Terms and Conditions. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall remain valid and continue in force.

**11. SAFETY**

Envirorisk is only responsible for the safety on site of its own employees and subcontractors during the performance of the work, and compliance with OSHA regulations. Neither the professional activities of Envirorisk, nor the presence of Envirorisk's employees and subcontractors shall be construed to imply Envirorisk has any responsibility for any activities on site performed by personnel other than Envirorisk's employees or its subcontractors. Envirorisk will contact the local Utility Protection Center prior to the start of subsurface activities, as required by local laws or ordinances. Envirorisk nor its subcontractors are responsible for damage to unmarked utilities or subsurface structures.

**12. DELAYS IN WORK**

Envirorisk will pursue the work in an efficient and expeditious manner consistent with good quality practices. Envirorisk will not be responsible for delays in the work caused by Client or Client's agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

**ENVIRORISK CONSULTANTS, INC.**  
**GENERAL TERMS AND CONDITIONS**

**PROPOSAL ACCEPTANCE AGREEMENT**

**Project Name:** CAP-B Remediation & Follow-up Groundwater Monitoring Services – City of Fairburn Sewer Replacement Project

**Project Location:** W. Campbellton Rd & SC 4050/Smith Street

**Proposal Amount:** \$46,950.00, based on the breakdown provided and contingency costs

**Scope:** Due to the presence of higher concentrations of dissolved benzene and total BTEX in the groundwater, Georgia EPD is requiring preparation of a Corrective Action Plan – Part B (CAP-B) by **February 15, 2021**. The CAP-B will include the installation of 3 to 4 temporary monitoring wells, sampling, field gauging, surveying, and preparation of a groundwater remediation plan using In-Situ Chemical Oxidation (ISCO). After EPD approval of the CAP-B, Envirorisk will implement an ISCO injection in the former tank pit using 1750-2,000 gallons of activated sodium persulfate with calcium peroxide. Approximately 30 days following the ISCO injection, allowing time for adequate oxidant treatment, Envirorisk will resample the monitoring wells and prepare a Monitoring Only Report (MOR) #1. Pending the results, Envirorisk will likely request "No Further Action" (NFA) along with MOR #1 submittal. NFA approval will be at the discretion of Georgia EPD and based on experience, up to three (-3-) additional quarterly sampling events and reports (MORs) may be required. A cost breakdown with contingencies is provided below.

- Temporary well installation, sampling, & CAP-B preparation - **\$14,200.00**
- ISCO treatment (up to 2,000 gal), 30 day sampling, MOR prep - **\$22,250.00**
- 3 additional sampling events and MORs-**\$3,500.00/event x 3 = \$10,500.00**

**TOTAL \$46,950.00**

For Approval and Payment of Charges:

**Firm:** City of Fairburn

**Address:** 26 W. Campbellton Street

**City:** Fairburn

**State:** GA

**Zip Code:** 30213

**Attention:** Elizabeth Carr-Hurst (Mayor), [mayorhurst@fairburn.com](mailto:mayorhurst@fairburn.com)

This AGREEMENT, including the terms and conditions attached hereto, together with the proposal constitutes the entire agreement between client and Envirorisk and supersedes all prior written or oral understandings. This AGREEMENT is accepted by:

**Client:** City of Fairburn

**Envirorisk Consultants, Inc.**

**Signature:** \_\_\_\_\_

**Signature:** 

**By (Print):** Ms. Elizabeth Carr-Hurst

**By:** Kenneth C. Summerour, PG

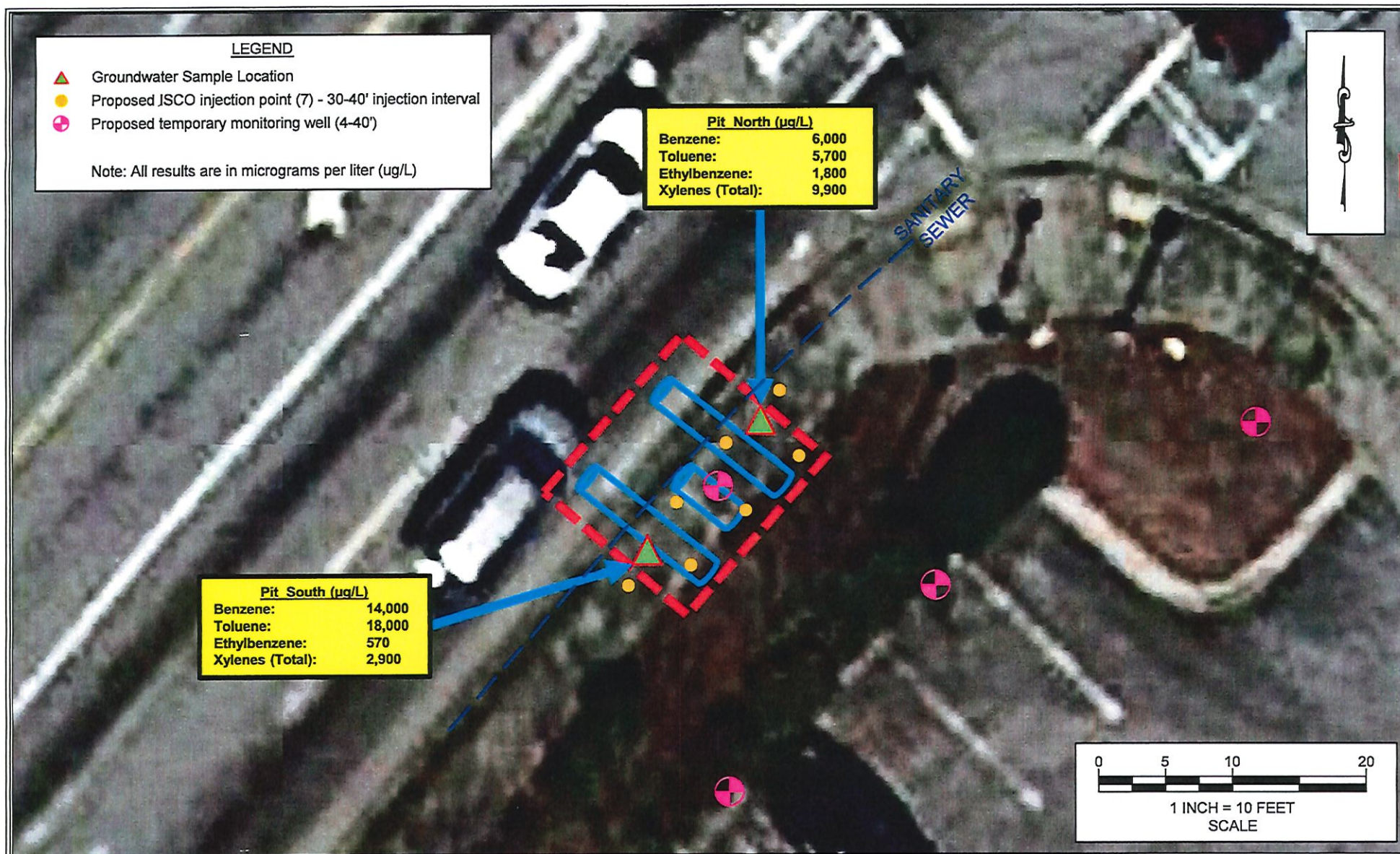
**Title:** Mayor

**Title:** VP/Principal Geologist

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

**Date:** January 8, 2021





Envirorisk  
Consultants, Inc.  
PO Box 945  
Grayson, GA 30017

**FIGURE 5.**  
Proposed Groundwater  
Treatment and Well  
Location Map

**Source:**  
Google Earth  
(2020)

**UST Closure**  
70 West Broad Street  
Sidewalk Construction Project  
Fairburn, Fulton County, Georgia



CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Intergovernmental	1,669,466.00	0.00	0.00	0.00	0.00	1,669,466.00	0.00
Miscellaneous Revenue	4,489,553.00	173,333.33	0.00	173,333.33	0.00	4,316,219.67	3.86
Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
<b>TOTAL REVENUES</b>	<b>7,528,001.00</b>	<b>173,333.33</b>	<b>0.00</b>	<b>173,333.33</b>	<b>0.00</b>	<b>7,354,667.67</b>	<b>2.30</b>
=====							
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Police	51,073.00	1,137.00	0.00	1,137.00	8,844.00	41,092.00	19.54
Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
Public Works Admin	694,492.00	0.00	0.00	0.00	0.00	694,492.00	0.00
LMIG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
LCI Implementation	5,268,319.00	30,487.50	0.00	30,487.50	0.00	5,237,831.50	0.58
Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>7,528,001.00</b>	<b>31,624.50</b>	<b>0.00</b>	<b>31,624.50</b>	<b>8,844.00</b>	<b>7,487,532.50</b>	<b>0.54</b>
=====							
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>141,708.83</b>	<b>0.00</b>	<b>141,708.83</b>	<b>( 8,844.00)</b>	<b>( 132,864.83)</b>	<b>0.00</b>
=====							

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

## 250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	0.00	0.00	0.00	0.00	694,492.00	0.00
250-0000-33-3060 CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	0.00	0.00	0.00	0.00	1,669,466.00	0.00
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	0.00	0.00	51,073.00	0.00
250-0000-38-1001 Grant Revenue - Fire	512,619.00	173,333.33	0.00	173,333.33	0.00	339,285.67	33.81
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	0.00	0.00	0.00	0.00	3,825,861.00	0.00
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL Miscellaneous Revenue	4,489,553.00	173,333.33	0.00	173,333.33	0.00	4,316,219.67	3.86
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
 ** TOTAL REVENUES **	 7,528,001.00	 173,333.33	 0.00	 173,333.33	 0.00	 7,354,667.67	 2.30

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
Non-Departmental

[illegible]

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
Police

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	1,137.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	1,137.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	0.00	0.00	0.00	8,844.00	42,229.00	17.32
TOTAL Capital Outlay	51,073.00	0.00	0.00	0.00	8,844.00	42,229.00	17.32
 TOTAL Police	 51,073.00	 1,137.00	 0.00	 1,137.00	 8,844.00	 41,092.00	 19.54

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-3500-54-2500 Grant Purchase - Fire	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Capital Outlay	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00



CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1410 Interchange Design -	694,492.00	0.00	0.00	0.00	0.00	694,492.00	0.00
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	694,492.00	0.00	0.00	0.00	0.00	694,492.00	0.00
TOTAL Public Works Admin	694,492.00	0.00	0.00	0.00	0.00	694,492.00	0.00

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
LMIG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR FO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4201-54-1404 LMIG - Road Resurfac	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
250-4201-54-1415 Interchange Acquisiti	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4201-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
 TOTAL LMIG	 200,000.00	 0.00	 0.00	 0.00	 0.00	 200,000.00	 0.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4202-54-1402 CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
TOTAL Capital Outlay	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
TOTAL CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	30,487.50	0.00	30,487.50	0.00	5,112,831.50	0.59
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	0.00	0.00	125,000.00	0.00
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	30,487.50	0.00	30,487.50	0.00	5,237,831.50	0.58
 TOTAL LCI Implementation	 5,268,319.00	 30,487.50	 0.00	 30,487.50	 0.00	 5,237,831.50	 0.58

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: NOVEMBER 30TH, 2020

250-Grants Fund  
Recreation Programs

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
Capital Outlay							
250-6100-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL EXPENDITURES	7,528,001.00	31,624.50	0.00	31,624.50	8,844.00	7,487,532.50	0.54
<hr/>							

\*\*\* END OF REPORT \*\*\*





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

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE CHANGE ORDER #1 WITH SUMMIT CONSTRUCTION & DEVELOPMENT ON THE FAIRBURN TRAIN DEPOT PARKING LOT EXPANSION PROJECT**

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

**Submitted: 01/19/2021**

**Work Session: N/A**

**Council Meeting: 01/25/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact will be \$7,500. The project expenditures will come out of GO Bonds Economic Development account number (351-7500-54-1100) Site Improvements Downtown.

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

---

**PURPOSE:** For Mayor and Council to Approve Change Order #1 with Summit Engineering & Development for retaining wall prep services on the Fairburn Train Depot Parking Lot Expansion Project.

**HISTORY:** After constructing the retaining wall on the Fairburn Train Depot Parking Lot Expansion Project was completed, staff thought that it may be an ideal backdrop for future creative placemaking projects.

**FACTS AND ISSUES:** At our request, Summit Construction & Development submitted a change order request to make it more aesthetically pleasing.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve Change Order #1 with Summit Construction & Development for retaining wall preparation for \$7,500.

  
Elizabeth Carr-Hurst, Mayor



Project 20-034-01

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC  
2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087  
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050  
[scdestimator@summitcd.com](mailto:scdestimator@summitcd.com)

## CHANGE ORDER#1

Date: 1/14/2020

Project: Fairburn Train Depot  
Location: Fairburn, GA

(Company): City of Fairburn/ CPL Team  
Address:  
Mobile: 770-312-2674  
Phone: 678-318-1071  
Fax:  
Email: [lgenn@cplteam.com](mailto:lgenn@cplteam.com)

Attention: Larry A. Genn  
CPL Team

Item Number	Item Description	Units	Qty	Unit Price	TOTAL BID
	Surface Prep for Retaining wall	1	LS	\$ 7,500.00	7,500.00
	TOTAL BID PRICE				\$7,500.00

### Terms and Conditions:

**1. Scope of Work.** Contractor agrees to furnish all material, labor, installation, insurance, equipment, and tools required for the prompt and efficient execution of the work described herein in a professional and workmanlike manner.

**2. Quote Amount.** Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon. Due to current fluctuations in the materials markets, the proposal price is based upon material pricing as of the proposal date. This proposal price is valid for 90 days.

### 3. Disclaimer:

Due to the constant fluctuation in material costs and fuel, pricing is subject to change. If completion is delayed as a result of major or unforeseen circumstances including but not limited to any strike, lockout, shortage of materials, riot, political or civil disturbance, exceptionally inclement weather, or any variation, act, or omission on the part of the Owner, its representative or any other cause beyond the control of Summit Construction & Development LLC, then the Owner shall not for such reason have any claim against Summit Construction & Development LLC whether for damages or otherwise; The Owner agrees to hold Summit Construction & Development LLC harmless and Summit Construction & Development LLC shall be entitled to a fair and reasonable amount of time for the completion of all works contracted.

### Exclusions:

1. Any other specifications and plans provided.

### Approval:

Signed By:

*AN*

Ajay Naidu

Estimator

Summit Construction and Development, LLC

Date 01/14/2021

Accepted By:

Owner:

Date

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2021

351-2011 GO Bonds  
Economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
Capital Outlay							
351-7500-54-1100 Site Purchase-Downtow	184,506.00	0.00	0.00	80,044.20	0.00	104,461.80	43.38
351-7500-54-1200 Site Improvement- Dow	0.00	0.00	0.00	0.00	0.00	0.00	0.00
351-7500-54-1300 Design & Renovation-D	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	184,506.00	0.00	0.00	80,044.20	0.00	104,461.80	43.38
<hr/>							
TOTAL Economic Development	184,506.00	0.00	0.00	80,044.20	0.00	104,461.80	43.38
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	985,632.00	0.00	0.00	783,251.03	0.00	202,380.97	79.47
	=====	=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*