



## Council Meeting- Zoom

April 26, 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 Mayor Pro-Tem Alex Heath  
The Honorable Linda J. Davis  
The Honorable Pat Pallend

The Honorable Hattie Portis-Jones  
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:

Pastor Donald Dorsey  
Miller Grove Baptist Church

IV. Adoption of City Council Minutes:

Councilmembers

- April 12, 2021 City Council Meeting Minutes (Zoom)

- April 12, 2021 Executive Session Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

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

VII. Agenda Items:

**1. Tanner, Ballew and Maloof**

**Mr. Steve Maloof**

For Mayor and Council to Approve the 2021 Liability and Property Insurance in the amount of \$379,828.

**2. City Clerk**

**Mrs. Arika Birdsong-Miller**

For Mayor and Council to Approve an Intergovernmental Agreement with Fulton County for the Provision of Election Services for the City of Fairburn's 2021 Municipal Election.

**3. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to Approve an Intergovernmental Agreement with the South Fulton Community Improvement District for the Oakley Industrial Full-Depth Reclamation Project.

**4. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to Approve the Oakley Industrial Full-Depth Reclamation Project Contract Award to C.W. Matthews.

**5. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to Approve Task Order #6 with Atlas Technical Consultants for Construction Engineering and Inspection Services.

**6. Fire Department**

**Chief Cornelius Robinson**

For Mayor and Council to Approve the Memorandum of Understanding to Provide EMT- Advanced and Paramedic Training between the City of Fairburn and Atlanta Technical College.

**7. Police Department**

**Chief Stoney Mathis**

For Mayor and Council to Approve an Extension of the Court Services/Municipal Court City Ordinance Update to July 26, 2021.

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 for Personnel and Litigation.**





City of Fairburn  
Mayor and Council Meeting- Zoom  
April 12, 2021  
7:00 pm

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

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro Tem Alex Heath  
The Honorable Pat Pallend

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

Councilwoman Linda J. Davis and Councilman James Whitmore were 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 Pastor Gary Taylor of Open Word Christian Ministries led the invocation.
- IV. Adoption of City Council Minutes:  
Motion to Approve March 8, 2021, City Council Minutes (Zoom) was made by Councilman Smallwood and the second was provided by Mayor Pro Tem Heath.  
Vote: 4-0: Motion Carried.
- V. Presentation: Dr. Mike Looney, Mrs. Franchesca Warren, Mr. Brian Noyes, and Ms. Julie Baldwin: Fulton County Schools COVID-19 Update and FOCUS Plan for Students. Dr. Looney, Fulton County's Superintendent, went over Fulton County School Budget with Governor Kemp's Proposed Adjustments. Dr. Looney detailed the Capital Plans for Facilities within the Fulton County School System. Global Impact Academy has an expected occupancy of late May 2021 and will serve students in South Fulton County. Dr. Looney explained the learning loss student impact and reviewed some of the stats:
  - Evidence suggests significant bias in the assessment scores for early elementary grades due to testing environment.
  - Average losses appear to be higher in reading than in math, ranging from one to four and one-half months of learning in grades 5-8.
  - Average losses are generally higher for students who qualify for FRL students than for students who do not.
  - Hispanic students tend to experience larger learning losses than non-Hispanic White or Black students. Similarly, students who are English Learners (ELs) generally have larger losses than non-EL students.
  - Students with disabilities had less learning loss than their peers without disabilities.
  - Learning loss is substantially greater for male students than for female students.
  - Consistent with the multi-state evidence reported by Curriculum Associates, estimated learning losses were much greater among students taking the assessment at school.

Fulton County's Superintendent, Dr. Looney further explained their action plan for getting students that fell behind during the 2020-2021 school year on track by offering summer school for all grade levels in sessions during the summer break. Mayor Carr-Hurst asked Dr. Looney why students with disabilities had less of a learning loss. Dr. Looney explained that he is not sure, but thinks it may be attributed to the students with disabilities took advantage of the in-person learning option. Councilman Smallwood thanked Mrs. Warren for lobbying for this district and encouraged citizens to take advantage of the summer school program being offered. Mayor Pro Tem Heath asked if Global Impact Academy is only for students in South Fulton County. Dr. Looney explained that Global Impact Academy is for all students in Fulton County. Councilwoman Portis-Jones asked what the requirements were to attend Global Impact Academy. Dr. Looney stated that he does not have the specifics right now and would send an email to Mayor and Council with the requested information. Councilwoman Portis-Jones asked if the schools in South Fulton County have proper ventilation. Dr. Looney stated that Fulton County took advice from professional and switched to a higher-grade ventilation system and increased outside air circulating through the buildings.

VI. Adoption of the Council Agenda:

Motion to Approve the Council Agenda was made by Mayor Pro Tem Heath and the second was provided by Councilman Smallwood.

Vote: 4-0: Motion Carried.

VII. Public Comment: There was no public comment.

VIII. Agenda Items

**1. Parks and Recreation**

**Mr. John Culbreth**

For Mayor and Council to Approve the Proposed Plan for the Partial Opening of Duncan Park on May 1, 2021. Mr. Culbreth explained to Mayor and Council that the Parks of the City of Fairburn have been closed for one year due to the pandemic. After considerable discussions during the various emergency mandates implemented by the State of Georgia, the City of Fairburn in acts of caution for its residents has chosen to keep the parks closed. As, some of the restrictions have been lifted and the institution of various vaccine programs designed to fight COVID-19 Fairburn is considering opening its major park (Duncan) on a special use and limited basis. Operational procedures have been established to serve as a guide for all who use Duncan Park. The stakeholders who are primary users of the park are Berry Athletic Association, the Veteran of Foreign Wars (VFW), and the residents. Mayor Pro Tem Heath asked will the pool open this year. Mr. Culbreth explained that the pool has been de-winterized but will not open in the 1<sup>st</sup> phase of the re-opening of Duncan Park. Mayor Carr-Hurst asked are the hours for Duncan Park 7am-7pm daily. Mr. Culbreth said yes, the proposed hours are 7am-7pm. Councilwoman Portis-Jones asked will citizens have access to restrooms in Duncan Park. Mr. Culbreth stated there will be portable restrooms available for use. Councilwoman Portis-Jones asked how many times per week would the restroom be cleaned. Mr. Culbreth stated it will be cleaned 3 times per week by the vendor. Councilwoman Portis-Jones asked do we have allocated funds for Parks and Recreation staff. Mr. Culbreth will provide a copy of the current budget for the Parks and Recreation Department. Motion to Approve the Proposed Plan for the Partial Opening of Duncan Park on May 1, 2021 was made Councilman Smallwood and the second was provided by Councilwoman Portis-Jones.

Vote: 4-0: Motion Carried.



## 2. City Attorney

Attorney Randy Turner

For Mayor and Council to Discuss and Consider Adoption of the City of Fairburn's 6<sup>th</sup> Emergency Ordinance. Attorney Turner explained that this update to the City's Emergency Ordinance, first enacted in April 2020, addresses the continuing and evolving nature of the COVID-19 pandemic as well as changes made by the Governor's Executive Order. This Ordinance (i) reflects that additional compensation for certain City employees ended with the April 2, 2021 payroll, (ii) provides for exceptions to be made by the Mayor and City Council regarding public buildings and parks, and (iii) does not alter requirements imposed by the City's existing Mask Ordinance, Adopted July 8, 2020. Councilwoman Portis-Jones asked if the American Rescue Plan was available yet. Mayor Carr-Hurst stated that the amount the municipalities receive may be reduced because more cities were added to the list of municipalities in Georgia. Mayor Carr-Hurst stated that some funds can be used for infrastructure and the City of Fairburn will get a project list ready. Motion to Approve the Adoption of the City of Fairburn's 6<sup>th</sup> Emergency Ordinance was made by Mayor Pro Tem Heath and the second was provided by Councilwoman Portis-Jones.

Vote: 4-0: Motion Carried.

- IX. Executive Session: At 8:25 pm a Motion to Enter Executive Session for Personnel and Litigation was made by Mayor Pro Tem Heath and the second was provided by Councilman Smallwood.

Vote: 4-0: Motion Carried.

At 8:43 pm a Motion to Reconvene into Open Regular Meeting was made by Mayor Pro Tem Heath and the second was provided by Councilwoman Portis-Jones.

Vote: 4-0: Motion Carried.

- X. Council Comments:

Councilman Pallend had no comment.

Councilwoman Portis-Jones thanked employees who worked through the COVID-19 Pandemic. Councilwoman Portis-Jones also encouraged all employees to be vaccinated against COVID.

Councilman Smallwood thanked employees and staff for their resilience during the COVID-19 Pandemic.

Mayor Pro Tem Heath stated he has never experienced anything like the COVID-19 Pandemic.

Mayor Carr-Hurst stated that the FY19-20 Annual Audit is complete, and that mid-year budget meetings with Department Heads will be scheduled soon.

- XI. Adjournment: At 9:02 pm, with no further business of the City of Fairburn, the Motion to Adjourn was made by Councilman Pallend and the second was provided by Councilman Smallwood.

Vote: 4-0: Motion Carried.



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: 2021 LIABILITY AND PROPERTY INSURANCE IN THE AMOUNT OF \$379,828**

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

**Submitted: 04/20/2021**

**Work Session: N/A**

**Council Meeting: 04/26/2021**

**DEPARTMENT:** Administration

**BUDGET IMPACT:** \$379,828 (11% increase from the 2020 Insurance Update)

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**PURPOSE:** For Mayor and Council to approve the 2021-2022 property and liability insurance agreement.

**HISTORY:** The City of Fairburn is required to have liability and property insurance. The 2020-2021 premium was \$324,600.

**FACTS AND ISSUES:** The City uses Tanner, Ballew and Maloof, Inc. (TBM) as their insurance broker. Travelers again provided this year's best quote for property and liability insurance, Law Enforcement Liability, Public Entity Management, and Employment Practices.

**RECOMMENDED ACTION:** Coverage is currently in place for the 2020-2021 policy year. Staff recommends that the City Council authorize the Mayor Carr-Hurst to direct Tanner, Ballew and Maloof, Inc. to maintain property and liability coverage with Travelers effective May 1, 2021, for an estimated annual premium of \$379,828 and to also execute all documents necessary to bind coverage for the 2021-2022 policy year.

  
Elizabeth Carr-Hurst, Mayor





## 2020 Versus 2021 Premium Comparison City of Fairburn

	2020 Exposures	2021 Exposures	2020 Premium	2021 Premium	2020 Rates with 2021 Exposures
PROP INCL BI/EE	\$30,073,770	\$30,338,733	\$45,220	\$46,872	\$45,618
CRIME	\$500,000	\$500,000	\$2,709	\$2,936	\$2,709
INL MARINE	\$1,475,482	\$1,475,482	\$3,595	\$3,640	\$3,595
GENERAL LIAB	\$54,182,538	\$57,137,278	\$49,060	\$52,634	\$51,735
EMP BEN LIAB	161	167	\$381	\$381	\$381
LAW ENF LIAB	42	43	\$42,113	\$48,572	\$43,116
EPL	161	167	\$18,470	\$21,524	\$19,158
PUB ENT LIAB	\$54,182,538	\$57,137,278	\$14,605	\$17,164	\$15,401
AUTO	119	122	\$86,056	\$110,123	\$88,225
CYBER LIAB	\$54,182,538	\$57,137,278	\$10,206	\$12,569	\$10,763
UMBRELLA	\$54,182,538	\$57,137,278	\$58,029	\$63,413	\$61,193
TOTAL			\$330,444	\$379,828	\$341,896
Total Increase				11%	

AVERAGE RATE	2020	2021	%
PROP INCL BI/EE	0.15036	0.15450	3%
CRIME	0.54180	0.58720	8%
EQUIPMENT	0.24365	0.24670	1%
GENERAL LIAB	0.90546	0.92118	2%
EMP BEN LIAB	2.36646	2.28144	-4%
LAW ENF LIAB	1,002.69048	1,129.58140	13%
EPL	114.72050	128.88623	12%
PUB ENT LIAB	0.00027	0.00030	11%
AUTO	723	903	25%
CYBER LIAB	0.18836	0.21998	17%
UMBRELLA	1.07099	1.10984	4%



# INSURANCE PROPOSAL

Prepared for City of Fairburn

April 20, 2021

**Presented By:**

Stephen M. Maloof, ARM

**Effective Date:**

May 1, 2021 to May 1, 2022



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## ANNUAL REVIEW SUMMARY

Proposal for City of Fairburn

COVERAGE	PREMIUM 2020-2021	PREMIUM 2021-2022	SUMMARY OF CHANGES - REMARKS		
			DESCRIPTION OF CHANGES	2020 EXPOSURES	2021 EXPOSURES
Commercial Property	\$45,220	\$46,872	Building & Contents Limit	\$29,073,770	\$29,338,733
Business Income/Extra Expense	Included	Included	Limit	\$1,000,000	\$1,000,000
Commercial Crime	\$2,709	\$2,936	Limit	\$500,000	\$500,000
Inland Marine	\$3,595	\$3,640	Contractors Equipment Scheduled Property	\$1,475,482	\$1,475,482
General Liability	\$49,060	\$52,634	Revenues	\$54,182,538	\$57,137,278
Employee Benefits Liability	\$381	\$381	# of Employees	161	167
Law Enforcement Liability	\$42,113	\$48,572	# of Officers	42	43
Public Entity Management Liability	\$14,605	\$17,164	Revenues	\$54,182,538	\$57,137,278
Employment Practices Liability	\$18,470	\$21,524			
Commercial Auto	\$86,056	\$110,123	# of Vehicles	119	122
Umbrella	\$58,029	\$63,413	Limit	\$5,000,000	\$5,000,000
Cyber Liability	\$10,206	\$12,569	Limit	\$1,000,000	\$1,000,000
"Going In" Annual Cost	\$330,444	\$379,828			



COVERAGE	LIMIT	DEDUCTIBLE
Blanket Buildings and Contents	\$26,878,890	\$2,500
Specified Building and Contents*	\$2,459,843	\$2,500
Personal Property of Others	\$50,000	\$2,500
Electronic Data Processing	Included	\$2,500
Equipment Breakdown	Included	\$2,500
Artificial Turf** (Named Perils)	\$1,000,000	\$10,000
Flood***	\$4,000,000	\$25,000
Earthquake	\$4,000,000	\$25,000
Coinurance	None	

### Description of Coverage

Insures your property against all risk of direct physical loss. Subject to policy terms, conditions and exclusions.

\*The following locations are not included in the blanket building limit. Specific limits and/or deductibles are applied as follows:

- 7 West Broad Street, Fairburn GA 30213 - \$550,000 building limit; \$100,000 contents limit
- 30 West Broad Street, Fairburn GA 30212 - \$550,000 building limit; \$100,000 contents limit
- 8563 Bohannon Road, Fairburn GA 30213 - \$165,000 building limit; \$25,000 deductible
- 45 East Broad Street, Fairburn GA 30213 - \$844,848 building limit; \$150,000 contents limit

\*\*Artificial Turf Named Perils are Fire, Lightening, Explosion, Windstorm/Hail, Smoke, Aircraft/Vehicles, Riot, Civil Commotion, Vandalism, Sinkhole Collapse, Volcanic action, Weight of Snow, Ice or Sleet. Applies to the following location:

- 6000 Rivertown Road, Fairburn GA 30213

\*\*\*Flood applies to all locations except:

- Cora Robinson Park – Playground Equipment

ADDITIONAL COVERAGE	LIMIT
Accounts Receivable - At all Described Premises	\$250,000
Accounts Receivable - In Transit or At Undescribed Premises	\$25,000
Appurtenant Buildings & Structures	\$100,000
Claim Data Expense	\$25,000
Confiscated Property	\$100,000
Covered Leasehold Interest	Up to \$100,000
Debris Removal (Additional Limit)	\$250,000
Duplicate Electronic Data Processing Data & Media	\$50,000
Emergency Portable Equipment	\$40,000
Employee Tools (\$2,500 any one item)	\$25,000
Expediting Expenses	\$25,000
Extra Expense	\$25,000
Fine Arts - At all Described Premises	\$50,000
Fine Arts - In Transit	\$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included
Green Building Alternatives - Increased Cost	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property - Buildings	\$2,000,000
Newly Constructed or Acquired Property - Contents	\$1,000,000
Newly Constructed or Acquired Property - Business Income	\$500,000
Non-Owned Detached Trailers	\$25,000
Ordinance or Law	\$250,000



ADDITIONAL COVERAGE	LIMIT
Outdoor Property (\$2,500 any one tree, shrub or plant)	\$25,000
Outdoor Signs - At all Described Premises	\$100,000
Outdoor Signs - At Undescribed Premises	\$5,000
Personal Effects	\$25,000
Personal Property - At Premises Outside Coverage Territory	\$50,000
Personal Property - In Transit Outside Coverage Territory	\$25,000
Pollutant Cleanup and Removal - Annual Aggregate	\$100,000
Preservation of Property - Expenses to Move/Temp Storage	\$250,000
Preservation of Property - Direct Loss to Moved Property	Included
Reward Coverage - 25% of covered loss	Up to \$25,000
Spoilage Coverage	\$250,000
Stadium Lights - Each Item	\$10,000
Stadium Lights - Maximum per Occurrence	\$113,000
Stored Water	\$25,000
Theft Damage to Rented Property	Included
Undamaged Part of Stock in Process	\$50,000
Utility Services - Direct Damage (\$2,500 deductible)	\$500,000
Valuable Papers (Cost of Research) - All at Described Premises	\$250,000
Valuable Papers (Cost of Research) - All Undescribed Premises	\$25,000
Water or Other Substance Loss - Tear Out/Replace Expense	Included

## LOCATION SCHEDULE

Proposal for City of Fairburn

STATEMENT OF VALUES   2021-2022 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
1	19 East Broad Street Fairburn, GA 30213 <i>Fire Station #1</i>	\$1,045,824	\$550,000	\$11,865		\$1,607,689
2	56 Malone Street Fairburn, GA 30213 <i>City Hall</i>	\$764,364	\$210,000	\$504,035	\$1,000,000	\$2,478,399
3	191 Southwest Broad Fairburn, GA 30213 <i>Police Department</i>	\$916,205	\$216,800	\$350,000		\$1,483,005
4	26 West Campbellton Street Fairburn, GA 30213 <i>Fairburn Exchange</i>	\$764,364	\$50,000	\$50,000		\$864,364
5	102 Howell Avenue Fairburn, GA 30213 <i>Public Works Garage</i>	\$157,740	\$850,000	\$5,000		\$1,012,740
6	102 Howell Avenue Fairburn, GA 30213 <i>Public Works Shed</i>	\$61,050	\$21,000	\$0		\$82,050
7	7 West Broad Street Fairburn, GA 30213 <i>Passenger Depot</i>	\$550,000	\$100,000	\$0		\$650,000
8	30 West Broad Street Fairburn, GA 30213 <i>Freight Depot</i>	\$550,000	\$100,000	\$0		\$650,000
9	40 Washington Street Fairburn, GA 30213 <i>Annex</i>	\$130,000	\$20,000	\$0		\$150,000
10	106 Howell Avenue Fairburn, GA 30213 <i>Utilities Department</i>	\$346,060	\$700,000	\$400,000		\$1,446,060
11	106 Howell Avenue Fairburn, GA 30213 <i>Utilities Shed I</i>	\$35,750	\$35,000	\$0		\$70,750
12	106 Howell Avenue Fairburn, GA 30213 <i>Utilities Shed II</i>	\$75,790	\$50,000	\$0		\$125,790
13	8563 Bohannon Road Fairburn, GA 30213 <i>House &amp; 300 Acres of Land</i>	\$165,000	\$0	\$0		\$165,000
14	149 West Broad Street Fairburn, GA 30213 <i>Youth Center</i>	\$1,379,728	\$107,364	\$0		\$1,487,092
14A	149 West Broad Street Fairburn, GA 30213 <i>Fire Station #2</i>	\$704,068	\$307,560	\$0		\$1,011,628
15	45 East Broad Fairburn, GA 30213 <i>Old Campbell</i>	\$844,843	\$150,000	\$0		\$994,843



## LOCATION SCHEDULE

Proposal for City of Fairburn

STATEMENT OF VALUES   2021-2022 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
16	326 West Broad Street Fairburn, GA 30213 <b>College Campus</b>	\$0	\$0		\$0	\$0
17	334 West Broad Street Fairburn, GA 30213 <b>Classroom #1</b>	\$2,430,982	\$0		\$0	\$2,430,982
18	310 West Broad Street Fairburn, GA 30213 <b>Retail South</b>	\$300,000	\$0		\$0	\$300,000
19	314 West Broad Street Fairburn, GA 30213 <b>Classroom #2</b>	\$2,363,309	\$0		\$0	\$2,363,309
20	320 West Broad Street Fairburn, GA 30213 <b>Admin Building</b>	\$2,112,847	\$0		\$0	\$2,112,847
21	330 West Broad Street Fairburn, GA 30213 <b>Retail North</b>	\$300,000	\$0		\$0	\$300,000
22	268 West Broad Street Fairburn, GA 30213 (Land only)	\$0	\$0		\$0	\$0
23	164 W Washington Street Fairburn, GA 30213 (Land Only)	\$0	\$0		\$0	\$0
24	15 West Broad Street Fairburn, GA 30213 <b>Stage</b>	\$1,700,000	\$0		\$0	\$1,700,000
25	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213	\$0	\$0		\$0	\$0
25A	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Concession Stands (2)</b>	\$200,000	\$0		\$0	\$200,000
25B	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Pavilions - Picnic Shelters (3)</b>	\$80,800	\$0		\$0	\$80,800
25C	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Dugouts (14)</b>	\$42,000	\$0		\$0	\$42,000
25D	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Outdoor Tennis Courts (2)</b>	\$125,000	\$0		\$0	\$125,000



## LOCATION SCHEDULE

Proposal for City of Fairburn

STATEMENT OF VALUES   2021-2022 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
25E	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Outdoor Basketball Courts (2)</i>	\$100,000	\$0		\$0	\$100,000
25F	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Athletic Field Lights (51)</i>	\$113,000	\$0		\$0	\$113,000
25G	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Artificial Turf</i>	\$1,000,000	\$0			\$1,000,000
25H	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Playground Equipment</i>	\$95,000	\$0		\$0	\$95,000
25I	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Playground Restrooms</i>	\$125,000	\$0		\$0	\$125,000
25J	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Football Press Box</i>	\$125,000	\$0		\$0	\$125,000
25K	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Football Concession / Restrooms</i>	\$325,000	\$0		\$0	\$325,000
25L	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <i>Pool and Equipment (Furnitures &amp; Fixtures)</i>	\$1,000,000	\$100,000		\$0	\$1,100,000
26	5 West Broad Street Fairburn, GA 30213 <i>Deck</i>	\$150,000	\$0		\$0	\$150,000
27	336 West Broad Street Fairburn, GA 30213 <i>Classroom #3</i>	\$3,182,237	\$0		\$0	\$3,182,237
28	Cora Robinson Park Corner of Aderhold Street & Dobbs St Fairburn, GA 30213 <i>Playground Equipment</i>	\$89,148	\$0		\$0	\$89,148
<b>TOTAL</b>		<b>\$24,450,109</b>	<b>\$3,567,724</b>	<b>\$1,320,900</b>	<b>\$1,000,000</b>	<b>\$30,338,733</b>



## BUSINESS INCOME / EXTRA EXPENSE

COVERAGE	LIMIT	WAITING PERIOD
Business Income / Extra Expense	\$1,000,000	72 Hours
Coinsurance	None	

### Description of Coverage

**Business Income** provides coverage to reimburse you for your loss of income when your business is forced to close, either totally or partially, due to a covered cause of loss up to the limit stated above. The coinsurance clause will apply unless suspended.

**Extra Expense** provides coverage for extra expenses you may incur "during the period of restoration" that would not have been incurred if there had been no direct physical loss or damage to property.

Subject to policy terms, conditions and exclusions.

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Employee Dishonesty	\$500,000	\$2,500
Depositors Forgery	\$500,000	\$2,500
Loss Inside the Premises	\$500,000	\$2,500
Loss Outside the Premises	\$500,000	\$2,500
Computer Fraud	\$500,000	\$2,500
Money Orders and Counterfeit Papers	\$500,000	\$2,500

### Description of Coverage

**Employee Dishonesty** – covers money, securities, merchandise and other business property losses arising from the dishonest acts of employees

**Depositors Forgery** – protects your bank account against loss by forgers or alteration of outgoing checks, drafts or notes

**Loss Inside the Premises** – covers theft, destruction or disappearance of money or securities within your premises or banking premises

**Loss Outside the Premises** – covers theft, destruction or disappearance of money or securities outside your premises in the care and custody of a messenger

**Computer Fraud** – insures against loss of money, securities and property other than money and securities by “computer fraud” defined as theft of property following and directly related to the use of any computer to fraudulently cause a transfer of property from inside the premises or banking premises to a person or place outside those premises

**Money Orders and Counterfeit Papers** – acceptance of any money order that is not paid upon presentation and counterfeit United States or Canadian paper currency that is acquired during the regular course of business

Subject to policy terms, conditions and exclusions



## CONTRACTORS' EQUIPMENT

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Emergency Portable Equipment	\$300,134	\$1,000
Contractor's Equipment	\$1,175,348	\$1,000
Leased or Rented Items (per Item)	\$50,000	\$1,000
Newly Acquired Contractors Equipment	\$250,000	\$1,000
Rental Expense	\$5,000	\$1,000
Loss to Any One Replacement Item	\$100,000	\$1,000
Flood	Included	\$25,000
Earth Movement	Included	\$25,000
Coinsurance	None	
Valuation	Actual Cash Value	

### Description of Coverage

Provides coverage for equipment, including equipment that leaves the premises, damaged or destroyed due to a covered cause of loss. Subject to policy terms, conditions and exclusions.



## PUBLIC ENTITY GENERAL LIABILITY

Proposal for City of Fairburn

COVERAGE	LIMIT
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Tenants Fire Legal Liability	\$100,000
Medical Payments	Excluded
Abuse or Molestation	
Each Offense	\$1,000,000
Aggregate	\$1,000,000
Limited Pollution Coverage	Included
Sewage Back-Up	\$1,000,000
Failure to Supply Services	\$1,000,000
Employee Benefits Liability (Retro Date: 5/1/1988)	
Aggregate	\$3,000,000
Per Claim	\$1,000,000
Deductible	\$1,000



## PUBLIC ENTITY GENERAL LIABILITY CONTINUED

Proposal for City of Fairburn

### Description of Coverage

Provides coverage for damages due to bodily injury and property damage caused by an occurrence during the policy period that you become legally obligated to pay. Subject to policy terms, conditions and exclusions.

Defense costs are in addition to the Limit of Liability

Including:

- Blanket Additional Insureds – As Required By Written Contract
- Blanket Waiver of Subrogation – As Required By Written Contract
- Punitive Damages Where Allowable By Law

Definition of Insured's includes: Public Entities, Owners, Managers or Lessors of Premises, Elected or Appointed Officials, Lessors of Equipment, Board Members, Watercraft Users, Employees and Volunteer Workers

Exclusions of Coverage (including but not limited to)

- Pollution Liability
- Asbestos Liability
- Employment Practices Liability
- EFIS/Stucco
- Nuclear Liability
- War Liability

Not Subject to Audit



## LAW ENFORCEMENT LIABILITY

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$10,000
Aggregate	\$2,000,000	

### Description of Coverage

Provides coverage for the premises and operations exposures and the professional liability of law enforcement agencies. Covers amounts any protected person is legally required to pay as damages for the covered injury or damages that result from the conduct of law enforcement duties and is caused by a wrongful act including but not limited to:

- Bodily Injury, Personal Injury or Property Damage
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of Mace, Pepper Spray or Tear Gas
- Mental Anguish, Emotional Distress, Humiliation
- Mutual Aid Agreements
- Violation of Civil Rights protected under any Federal, State or Local Law

## PUBLIC ENTITY MANAGEMENT LIABILITY

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$10,000
Aggregate	\$2,000,000	
Non-Monetary Injunctive Relief	\$10,000	10%
Key Employee Coverage	\$25,000	10%
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	9/1/1988	

### Description of Coverage

Provides coverage for damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties and is caused by a wrongful act. This policy specifically protects officers and professionals of the City for Errors and Omissions committed while performing duties for the City.

Non-Monetary Injunctive Relief covers costs and expenses to comply with an order, judgment or award of injunctive or other equitable relief.

Key Employee coverage covers special expenses related to the replacement of key employees in the event of death or medically confirmed situation that results in the resignation or retirement.



## PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$15,000
Aggregate	\$2,000,000	
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	9/1/1988	

### Description of Coverage

Provides liability insurance which covers the insured organization, its directors and officers, and often, all employees for liability arising out of various employment related offenses alleged to have been committed against its employees, such as wrongful termination, discrimination and sexual harassment.

Wrongful Employment – provides insurance covering the insured organization, its directors and officers and employees for liability arising out of wrongful employment practices or third-party discrimination. Written on a Claims-Made basis.

Subject to policy terms, conditions and exclusions



COVERAGE	SYMBOL	LIMIT	DEDUCTIBLE
Liability - Combined Single Limit	1	\$1,000,000	
Uninsured / Underinsured Motorists - Added on to / Reduced by At Fault	2	\$100,000	
Medical Payments - Each Person	2	\$5,000	
Physical Damage	10*	Please see attached Automobile Schedule	
Hired Physical Damage	8	Actual Cash Value	Comprehensive \$1,000
			Collision \$1,000
*For more information regarding Automobile Ratings, please see Insurance Definitions page.			

### Description of Coverage

**Liability** protects your business in the event of an accident or injury involving your vehicles and your employees while driving owned vehicles. **Non-owned Coverage** protects you should an employee be involved in an accident while on company business while driving a vehicle not owned by you. **Hired Car Coverage** responds to accidents involving a rented vehicle or vehicle leased for less than one year.

**Uninsured / Underinsured Motorists** provides coverage for your damages and injuries caused by another driver who does not have any insurance or does not have enough insurance to coverage your damages or injuries. Under the new law, effective January 1, 2009, you have two coverage options:

- Added on to At-Fault – allows you to collect the limits from the at-fault driver’s policy PLUS the limit of your policy, up to the loss limit or coverage limit (whichever comes first) with no reduction of limits
- Reduced by At-Fault – reduces your Underinsured limit by the amount paid by the at-fault driver’s insurance. This is the coverage you have carried in the past.

### Physical Damage

- Hired Car Physical Damage provides Comprehensive and Collision coverage for vehicles hired that are used in your business.
- \*Symbol 10 – Comprehensive and Collision coverage applies to all owned autos except the following:
  - 1986 Ford F-350 1FT4H36H1GNA38947
  - 1992 International 1HVBBPLN3NH438890
  - 1999 Ford F-150 1FTRF18L0XNA90452
  - 2000 Ford F-550 1FDAF56F2YEA71609
  - 2008 Lark United 5RTBE24218D011934
  - 2018 Element 53BLTE611KU035886
  - 2018 Freightliner 1FVAG3FE0JHJX9233
  - 2018 Ford F-150 1FTEX1CG3JFB05811
  - 2019 Ford F-150 1FTEW1CB6KKC53967

## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT
<b>AUTO SCHEDULE</b>				
1	2017	Ford Explorer	1FM5K8B80HGC78087	City Engineer
2	2018	GMC Acadia	1GKKNLLA8JZ192026	City Hall
3	1986	Ford F-350 4x4	1FTHF36H1GNA38947	Electric
4	2005	Ford F-150 Super Cab	1FTRX12W15NB80612	Electric
5	2005	Ford F-150 Super Cab	1FTRX12WX5NB80611	Electric
6	2004	Ford Ranger	1FTYR10U54PA50312	Electric
7	2011	International 4300 Versalift	1HTMMAAL7BH394270	Electric
8	2000	Ford F-550	1FDAF56F2YEA71609	Electric
9	2005	ALTEC D2050TR	1GBP7C1C95F530867	Electric
10	2016	Freightliner	1FVACXDT8GHHG1270	Electric
11	2019	Freightliner M2-106	3ALHCYFE5KDKK7338	Electric
12	2015	Ford F-250	1FT7W2B66FEA88462	Electric
13	2015	Ford F-350	1FT8W3B65FEB32364	Electric
14	2008	Ford Ranger	1FTYR19058PB02351	Electric
15	2006	Ford Expedition	1FMPU16566LA75901	Fire
16	2017	Ford F-250	1FT7W2B69HEB61861	Fire
17	2015	Ford F-250	1FT7W2B69FEA70649	Fire
18	2007	Ford F-150	1FTRX12W57NA40744	Fire
19	2013	Chevy Tahoe	1GNLC2E07DR289783	Fire
20	2008	Dodge Charger	2B3KA43H88H138683	Fire
21	2015	Ford F-250	1FT7W2A64FED29999	Fire
22	2015	Ford Explorer	1FM5K7B84FGC51420	Fire
23	1992	International 3000 SERIES 38 (6 CYL)	1HVBPLN3NH438890	Fire
24	1992	E-ONE 4900 4X2 FIRE TRUCK	1HTSDPCR3NH433730	Fire
25	2006	Pierce Pumper, Dash (R) Series DDC Series 60 14' OL FIRE TRUCK	4P1CD01H66A006000	Fire
26	2007	Pierce Ladder Truck	4P1CD01H37A007039	Fire
27	2008	Pierce Velocity Fire Truck	4P1CV01H87A007258	Fire
28	2010	Ford E-450	1FDXE4FP4ADA01945	Fire
29	1997	Ford F-Super Duty	1FDLF47F1VEB42621	Fire
30	2019	Chev Tahoe	1GNLCDEC3KR286902	Fire
31	2020	Pierce Saber	4P1BAAHFXLA020900	Fire
32	2008	GMC C8500 Altec Bucket Truck	1GDM8C1A68F407568	Fire
33	2007	Ford F-150	1FTRX12W37NA40743	Fire
34	2018	Ford F150 XL	1FTEX1CG3JFB05811	Parks and Recreation
35	2014	Chev Impala Silver	2G1WA5E35E1174271	Planning & Zoning



## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT
<b>AUTO SCHEDULE</b>				
36	2012	Ford F-150	1FTEX1CM9CFD01714	Police
37	2016	Ford Escape	1FMCU0G93GUB00422	Police
38	2001	Ford E350	1FBNE31L41HA47833	Police
39	2015	Ford Explorer PI SUV	1FM5K8AR8FGA21217	Police
40	1999	Ford F-150 4x4	1FTRF18L0XNA90452	Police
41	2012	Chev Tahoe	1GNLC2E05CR190720	Police
42	2012	Dodge Charger	2C3CDXAT0CH230922	Police
43	2013	Dodge Charger	2C3CDXAT0DH642808	Police
44	2014	Dodge Charger	2C3CDXAT0EH223956	Police
45	2012	Dodge Charger	2C3CDXAT2CH230923	Police
46	2013	Dodge Charger	2C3CDXAT2DH642809	Police
47	2014	Dodge Charger	2C3CDXAT2EH223957	Police
48	2014	Dodge Charger	2C3CDXAT2EH223960	Police
49	2012	Dodge Charger	2C3CDXAT4CH230924	Police
50	2014	Dodge Charger	2C3CDXAT4EH223958	Police
51	2012	Dodge Charger	2C3CDXAT6CH230925	Police
52	2013	Dodge Charger	2C3CDXAT7DH642806	Police
53	2014	Dodge Charger	2C3CDXAT8EH208184	Police
54	2013	Dodge Charger	2C3CDXAT9DH642807	Police
55	2014	Dodge Charger	2C3CDXAT9EH223955	Police
56	2008	Ford Crown Victoria	2FAFP71V18X141378	Police
57	2008	Ford Crown Victoria	2FAFP71V38X141379	Police
58	2008	Ford Crown Victoria	2FAFP71V48X141374	Police
59	2005	Ford Crown Victoria	2FAFP71W05X138959	Police
60	2006	Ford Crown Victoria	2FAFP71W26X143596	Police
61	2005	Ford Crown Victoria	2FAFP71W75X138957	Police
62	2012	Ford Fusion	3FAHP0HG8CR342693	Police
63	2011	Ford Fusion	3FAHP0HG9BR275407	Police
64	2011	Ford Fusion	3FAHP0HG0BR275408	Police
65	2011	Ford Fusion	3FAHP0HG2BR275409	Police
66	2016	Ford Explorer	1FM5K8AR5GGA02108	Police
67	2016	Ford Explorer	1FM5K8AR7GGA02109	Police
68	2016	Ford Explorer	1FM5K8AR3GGA02107	Police
69	2016	Dodge Charger	2C3CDXKT9GH304309	Police
70	2016	Dodge Charger	2C3CDXKT5GH304310	Police



## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT
<b>AUTO SCHEDULE</b>				
71	2017	Ford Explorer	1FM5K8AR8HGD59848	Police
72	2019	Ford Explorer	1FM5K8AR8KGA62859	Police
73	2019	Ford Explorer	1FM5K8AR4KGA62860	Police
74	2018	Ford Explorer PI Utility	1FM5K8AR8JGC43992	Police
75	2018	Ford Explorer Police AWD	1FM5K8AR6JGC43991	Police
76	2019	Chevrolet Tahoe	1GNLCDEC6KR219128	Police
77	2019	Dodge Charger	2C3CDXBG8KH622191	Police
78	2020	Dodge Charger	2C3CDXAG5LH147926	Police
79	2020	Dodge Charger	2C3CDXAG7LH147927	Police
80	2021	Ford Explorer	1FM5K8ABXMGA19470	Police
81	2021	Ford Explorer	1FM5K8AB3MGA19472	Police
82	2021	Ford Explorer	1FM5K8ABXMGA19467	Police
83	2008	Ford Crown Victoria	2FAFP71V88X141376	Police
84	2006	Ford Crown Victoria	1FAFP71W17X101292	Police
85	2020	Ford Explorer	1FM5K8AB1LGC51485	Police
86	2020	Ford Explorer	1FM5K8ABXLGC51484	Police
87	2020	Chev Tahoe	1GNLCDEC2LR300788	Police
88	2015	Dodge Charger	2C3CDXKT9FH903208	Police
89	2015	Dodge Charger	2C3CDXKT0FH903209	Police
90	2010	Dodge Charger	2B3AA4CT9AH304523	Police
91	2012	Dodge Charger	2C3CDXAT3CH282657	Police
92	2015	Ford F-150 4x2	1FTEX1C81FFB25443	Police / Code Enforcement
93	2014	Ford Escape	1FMCU0F79EUD95393	Police / Code Enforcement
94	2014	Ford F-150	1FTEX1CM0EFC16778	Police / Code Enforcement
95	2019	Ford F150 Crew Cab	1FTEW1CB6KKC53967	Police / Code Enforcement
96	2002	Ford Explorer	1FMZU63E52UA34075	Property Mgr
97	2012	Ford Explorer	1FM5K8B87DGA22216	Property Mgr
98	2016	Ford T-250	1FTYR1YM6GKB22415	Property Mgr
99	2012	Ford F-150	1FTFX1CF9CFB56938	Property Mgr
100	2015	Ford F-250	1FT7W2A64FEC81937	Street
101	2015	Ford F-250	1FT7W2A66FEC81938	Street
102	2012	Ford F-250 Crew Cab	1FT7X2A60CEB68298	Street
103	2012	Ford F-250 4x4	1FT7X2B63CEB74871	Street
104	2004	Ford F-250 Crew Cab	1FTNW20L14EA90360	Street
105	2004	Ford F-250 Crew Cab	1FTNW20L34EA90361	Street

## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT
<b>AUTO SCHEDULE</b>				
106	2005	Ford F-150 Super Cab	1FTRX12W35NB80613	Street
107	2008	Ford F-250 Crew Cab	1FTSW20548EE53891	Street
108	2008	Ford F-250 Crew Cab	1FTSW20568EE53892	Street
109	1996	Chevrolet Kodiak	1GBP7H1J5TJ105197	Street
110	2015	Ford F-750	3FRXF7FJ2FV646536	Street
111	2000	Ford E-350 w/ Bucket	1FTSE34L4YHA18188	Street
112	2008	Ford F-550	1FDAF56R08EE56998	Street
113	2015	Ford F- 150	1FTEX1CG3FFB00938	Water
114	2012	Ford F350	1FT8W3B64CEB42850	Water
115	2012	Ford F350	1FD8X3D69CEB43157	Water
116	2008	Ford F-350	1FDWW37R28EE57014	Water
117	2014	Nissan Frontier	1N6BD0CT8EN772692	Water
118	2013	Ford F250	1FT7W2B61DEA42194	Water
119	2018	Freightliner 114SD	1FVAG3FE0JHJX9233	Water
120	2021	Ford F-150	1FTEX1C5XMKD59090	
<b>TRAILER SCHEDULE</b>				
1	2011	Haulmark 7T271-TPT	1L9PU2714CG423604	Electric
2	2004	Better Built Utility Trailer	4MNDP162241002597	Electric
3	2015	Better Built Utility Trailer	4MNDP2226G1000254	Electric
4	2001	Hardeebilt	1B9TL15HX1X103107	Electric
5	1996	Tow Pro	4HDLS1228TD607320	Street
6	2009	Hardeebilt	1H9E030209W509128	Street
7	2014	Custom Heavy Haul	1L9PU2026EG423786	Street
8	2015	Utility Landscape	4YMUL1621FG003574	Street
9	2015	Utility Landscape	4YMUL1623FG002782	Street
10	1998	Haulmark MC610BS	4XSCB1018WG006203	Street
11	2018	Element	53BLTE611KU035886	Fire
12	2008	Lark United Mfg	5RTBE24218D011934	Fire



## STATUTORY CAP LIMITS OF COVERAGE ENDORSEMENT

COVERAGE	LIMIT
Georgia Bodily Injury Total Limit - Statutory Cap	\$700,000
Georgia Bodily Injury Each Person - Statutory Cap	\$500,000
Georgia Property Damage Limit - Statutory Cap	\$50,000

### Description of Coverage

Designed to protect the City and is written specifically to address Georgia Law. It is structured to amend policy limits to the cap amount, so the cap limit is not inadvertently waived.

Proposal for City of Fairburn



## COMMERCIAL UMBRELLA/EXCESS

COVERAGE	LIMIT	SELF-INSURED RETENTION
Per Occurrence	\$5,000,000	\$10,000
Aggregate	\$5,000,000	

### Description of Coverage

Provides Excess Liability insurance to protect against claims in excess of the limits of underlying insurance, primary insurance or for claims covered by the Umbrella policy but not covered by the primary insurance program. Claims not covered by the primary policies are subject to the self-insured retention. Subject to policy terms, conditions and exclusions.

#### Schedule of Underlying Coverage

- Commercial General Liability
- Employee Benefits Liability
- Automobile Liability
- Public Entity Management Liability
- Employment Practices Liability
- Law Enforcement Liability

#### Exclusions of Coverage (including but not limited to)

- Pollution Liability
- Property Damage to Property in your Care, Custody and Control
- Asbestos Liability
- ERISA Liability
- Uninsured / Underinsured Motorists

Not Subject to Audit

**NOTE: Higher limits are readily available. Please let us know if you wish to consider a higher level or protection.**

## PRIVACY LIABILITY & NETWORK RISK

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Aggregate	\$1,000,000	\$10,000
Privacy Liability	\$1,000,000	\$10,000
Privacy Regulatory Claims	\$1,000,000	\$10,000
Security Breach Response	\$1,000,000	\$10,000
Security Liability	\$1,000,000	\$10,000
Multimedia Liability	\$1,000,000	\$10,000
Cyber Extortion	\$1,000,000	\$10,000
Business Income and Digital Asset Restoration		
1. Business Income Loss	\$1,000,000	\$10,000
2. Restoration Loss	\$1,000,000	
3. Reputation Business Income	\$1,000,000	
4. Systems Integrity Restoration (Bricking)	\$250,000	
PCI DSS Assessment	\$1,000,000	\$10,000
Electronic Fraud		
1. Phishing Loss	\$50,000	\$10,000
2. Services Fund Loss	\$100,000	\$10,000
3. Reward Fund Loss	\$50,000	\$10,000
4. Personal Financial Loss	\$250,000	\$10,000
5. Corporate Identity Theft Loss	\$250,000	\$10,000
6. Telephone Hacking Loss	\$100,000	\$10,000
7. Direct Financial Loss (Funds Transfer)	\$100,000	\$10,000
8. Cyber Deception (Social Engineering)	\$250,000	None
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	Full Prior Acts	

### Description of Coverage

#### Multimedia and Intellectual Property Liability

- Coverage for damages and claim expenses which you become legally obligated to pay resulting from any actual or alleged arising from your multimedia activities

#### Security and Privacy Liability

- Coverage for damages and claim expenses which you become legally obligated to pay resulting from any actual or alleged security and privacy wrongful act(s)

#### Network Interruption and Recovery

- Indemnification to you for network expenditures for loss of business income resulting from a network event.

#### Event Support Services

- Indemnification to you for event management costs, notification expenses and support and credit monitoring exposures following a security event, privacy event, social media event or breach of privacy regulation

#### Privacy Regulatory Defense and Penalties

- Coverage for claims expense as a result of civil regulatory action or investigation including a regulatory compensation aware, civil penalty or fines to the extent insurable by law, imposed by federal, state or governmental regulatory body against you as a result of a privacy event, security event or breach of privacy regulations sustained by you.

#### Network Extortion

- Indemnification to you for network extortion monies following a network extortion threat

Subject to policy terms, conditions and exclusions.

#### Coverage Territory

- Wrongful act may be committed and claim, or suit may be made or brought anywhere in the world, except areas where the United States Government prohibits doing business.

#### Not Subject to Audit





## OTHER COVERAGES AVAILABLE

Proposal for City of Fairburn

- Accounts Receivable – Higher Limits
- Valuable Papers – Higher Limits
- Crime – Employee Dishonesty, Monies & Securities, Depositor’s Forgery – Higher Limits
- Business Income / Extra Expense – Higher Limits
- Automobile Uninsured Motorists Liability – Higher Limits
- Workers’ Compensation – Other States
- Fire Legal Liability – Higher Limits
- Fiduciary Liability
- Employment Practices Liability – Wrongful Termination, Discrimination, Sexual Harassment, Third Party and Wage & Hour – Higher Limits
- Flood and Earthquake – A, B, D and V Zones
- Umbrella Liability – Higher Limits
- Worldwide Coverage
- Pollution Liability / Environmental Remediation
- Ordinance or Law Coverage
- Directors & Officers Liability – Higher Limits
- Network Security and Privacy Liability – Higher Limits

## PREMIUM SUMMARY

Proposal for City of Fairburn

LINE OF COVERAGE	AS IS	OPTIONS
Commercial Property	\$46,872	
Business Income/Extra Expense	Included	
Commercial Crime	\$2,936	
Inland Marine	\$3,640	
General Liability	\$52,634	
Employee Benefits Liability	\$381	
Law Enforcement Liability	\$48,572	
Public Entity Management Liability	\$17,164	
Employment Practices Liability	\$21,524	
Commercial Auto	\$110,123	
Commercial Umbrella/Excess	\$63,413	
Cyber Liability	\$12,569	
<b>Total</b>	<b>\$379,828</b>	<b>\$0</b>

COVERAGE WOULD BE WRITTEN THROUGH THE FOLLOWING COMPANY(IES)		
COMPANY	COVERAGE	A.M.BEST RATING*
Travelers	All Lines Except Crime and Cyber	A++ XV
Hanover	Crime	A XV
BCS Insurance Co	Cyber Liability	A XV
<p>The rating shown is the financial rating as published by A.M. Best Company based on information filed with them in the latest calendar year. Tanner, Ballew and Maloof, Inc. (TBM) recommends that you carefully consider the financial rating of companies for which we have offered proposed coverage. *For more information regarding A.M. Best Company's ratings, please visit: <a href="http://www.ambest.com/ratings/guide.asp">http://www.ambest.com/ratings/guide.asp</a></p>		

## PAYMENT INFORMATION

COVERAGE	DOWN PAYMENT	INSTALLMENTS
All lines except Cyber	25%	4 Equal Quarterly Installments
Crime	100%	None
Cyber Liability	100%	None

### Notes

Down payment is due and is to be collected on the date coverage is bound. Any changes in coverage or exposures and resulting premium revisions will be adjusted on the first installment billing.

All installment billings will be paid no later than their due date. Any premiums that are not paid within 30 days will prompt a 10-day notice of cancellation for non-payment of premiums to be mailed to you and all certificate holders.

All voluntary (payroll reporting form) and final audits will be questioned and returned to our agency or paid within 15 days.





## WHEN TO CONTACT US

It is important for you to advise Tanner, Ballew and Maloof, Inc. (TBM) of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risk on the basis of the information provided. Any variation of these details could lead to complication in the event of a loss. Changes to your risk profile may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions
- Personnel traveling overseas/on temporary assignment overseas/working on a military base
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure
- Purchase, construction or occupancy of new premises, alteration, vacating the premises or temporary vacancy
- Increase in values of building or personal property for both scheduled and unnamed locations
- Removal of business personal property or stock to a new or temporary location
- Addition of a new location, equipment or vehicles, whether hired, leased or borrowed
- Change in processes, occupancy, products or business operations
- Employment of personnel in states in which you were previously not doing business in

Please visit our website at [www.tbmins.com](http://www.tbmins.com) and click on Client Services for the following items:

- Report a claim
- Request Automobile ID Cards
- Request a Certificate of Insurance
- Add/Delete a vehicle



## YOUR RISK MANAGEMENT & INSURANCE TEAM

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Proposal for City of Fairburn

**Actual Cash Value (ACV)** – The value of the damaged or destroyed property less the depreciation of the damaged property.

**Aggregate Limit** – The maximum amount an insurer will pay under a policy in any one policy period.

**Agreed Value** – The Agreed Value Endorsement suspends the coinsurance clause.

**Blanket Insurance** - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

**Coinsurance** - A policy provision requiring the insured to carry insurance equal to a specific percentage of the value of the property covered. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

**The Coinsurance Formula:**

$$((\text{Amount of Insurance Purchased}) / (\text{Amount Required})) \times (\text{Amount of Loss}) = (\text{Amount Paid})$$

**Deductible** - Amount of a loss that the insured is held responsible for paying.

**Occurrence** - An event that results in an insured loss. In some lines of business, such as liability, an occurrence is distinguished from accident in that the loss doesn't have to be sudden and fortuitous and can result from continuous or repeated exposure which results in bodily injury or property damage neither expected nor intended by the insured.

**Percentage Deductible** - Often seen in Windstorm and Earthquake policies, the percentage shown in the declarations is multiplied by the total limits of insurance applicable to all covered property that suffered loss or damage.

**Agreed Value** - The Agreed Value Endorsement suspends the coinsurance clause.

**Blanket Insurance** - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

**Example:**

\$1,000,000 building with a 2% Percentage Deductible suffers a \$100,000 loss.

$2\% \times \$1,000,000 = \$20,000$  Deductible

$\$100,000 - \$20,000 = \$80,000$  paid by insurance



## INSURANCE DEFINITIONS CONTINUED

**Replacement Cost** – The dollar amount needed to replace damaged property without deducting for depreciation limited by the maximum dollar amount shown on the declarations page of the policy.

**Retroactive Date** - The date that defines the extent of coverage in time under claims-made liability policies. Claims resulting from occurrences prior to the policy's stated retroactive date are excluded.

**Self Insured Retention (SIR)** - A dollar amount specified in an insurance policy that must be paid by the insured before the insurance policy will respond to the loss. SIR's are often seen on Umbrella policies and only apply if a loss covered by the Umbrella policy is not covered by an underlying policy.

DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS	
Symbol 1	Any "Auto"
Symbol 2	Owned "Autos" Only
Symbol 3	Owned Private Passenger "Autos" Only
Symbol 4	Owned "Autos" Other Than Private Passenger "Autos" Only
Symbol 5	Owned "Autos" Subject to No-Fault
Symbol 6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law
Symbol 7	Specifically Described "Autos"
Symbol 8	Hired "Autos" Only
Symbol 9	Non-owned "Autos" Only
Symbol 10	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only



## **The City Of Fairburn and the State of the Market**

The insurance industry is currently experiencing a hard market across all lines of coverage. A hard market is a market cycle when premiums increase and capacity for most types of insurance decreases. A combination of low interest rates (which is constraining insurer investment income), large jury rewards in liability losses, record catastrophic property losses and uncertainty surrounding the coronavirus pandemic are the driving factors pushing premiums higher. Unfortunately, the City of Fairburn is feeling the impact of this market on this year's renewal. With that being said, we believe we are delivering a renewal below what we are seeing in the rest of the marketplace and have pushed the insurer to provide their lowest available pricing. Below, I've tried to address the different lines of coverage and how the marketplace has impacted your pricing.

### **Commercial Auto**

Commercial Auto continues to be an unprofitable line of coverage for insurers despite continued rate increases since 2016. 2019 saw the steepest insurer losses in 10 years with no signs of relief. The City of Fairburn had a 190% loss ratio in 2019 and is currently sitting at a 90% loss ratio over the past 5 years. Despite the premium increase on the auto this year and the city's historical loss experience, the per vehicle insurance cost is among the lowest we've seen in the industry. The automobile increase accounts for about half of the overall increase in the city's insurance costs.

### **Cyber Insurance**

Cyber Insurance is seeing the most dramatic shift in terms of changes in pricing and terms of coverage. Claims have exploded in this market segment and insurers are scrambling to catch up. While Cyber coverage has historically been underpriced given the relative risk, the past few months have seen capacity dry up and premium rise exponentially. Given the radical change in the marketplace, we are pleased to deliver the pricing and coverage we are presenting. Cyber Extortion, in particular, has been a difficult coverage to maintain with insurers slashing limits in order to minimize their exposure. We have succeeded in keeping your coverages consistent while delivering an increase around a third of what we are seeing elsewhere. We project that this will be a difficult market for the foreseeable future given the constantly evolving risks around the globe.

### **Umbrella/Excess**

Umbrella/Excess Insurance has been the worst line of coverage with respects to premium increases for the past year. The market is currently averaging a 23% increase over the prior year and many carriers are cutting limits in order to minimize their exposure. We are very pleased to offer a 4% increase on the City of Fairburn's pricing while keeping the limits consistent. We were successfully able to argue that

the City should not be subject to the same forces that are pushing the rest of the marketplace higher. This was key in minimizing the overall financial impact on the city for this year's renewal.

### **Professional Liability**

The professional liability increase is also below what we are seeing in the marketplace. Law Enforcement liability has been a particularly hot button issue given the current political climate and the high-profile police involved shootings across the country. Employment practices liability (allegations of discrimination, sexual harassment, etc.) has also been hit very hard, particularly with the uptick in layoffs as a result of the coronavirus pandemic. The City of Fairburn has experienced most of its claims in employment practices. While the renewal premium is up from last year, we are still below the pricing the City was experiencing prior to 2017.

### **Rest of the Market**

As alluded to above, the Property market has been particularly hard hit due to a large number of catastrophic events in 2020. Despite this, we are only seeing a 3% increase on this line of coverage. Workers Compensation is the sole line of coverage that is not seeing a dramatic hardening nationwide. Overall premiums are flat on that line of coverage, though reductions are still common throughout the marketplace. TBM, however, does not write this line of coverage for the City but you should have received a reduction in this line of coverage unless losses have been bad. General Liability is at the lower end of nationwide increases at around 6%. We are delivering a 2% increase on that line of coverage.

It is never easy to deliver an increase in premium to our clients and we are sensitive to the challenges this can create in the city's budget. We are constantly in discussions with the marketplace to be sure that we are providing comprehensive coverage at the best available pricing. We are confident in the program we have put together with Travelers and look forward to continuing our relationship with the City of Fairburn.





WHAT'S DRIVING THE INSURANCE MARKET:

# THE YEAR AHEAD

2021 COMMERCIAL PROPERTY & CASUALTY MARKET OUTLOOK

RESILIENT TOGETHER *IN* 2021

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# EXECUTIVE SUMMARY

## CONTRIBUTING FACTORS BEHIND THE HARD MARKET

- Depressed interest rates constraining insurer investment income
- Increasing mega-verdicts in Commercial Auto, Umbrella/Excess, D&O
- Above-average catastrophe year
- Tremendous uncertainty due to pandemic's impact on certain lines
- Underwriting deterioration due to inadequate pricing models and reserves

To say 2020 was a challenge is an understatement. The coronavirus pandemic has upended businesses resulting in employee furloughs and layoffs and, in some cases, bankruptcies. Remote work and online schooling have become the unusual standard. Travel and social gatherings are restricted.

The insurance industry has been heavily impacted by COVID-19, while also challenged with record catastrophic property and liability losses that have ushered in hard market conditions in the Commercial Property & Casualty sector. We expect these conditions to persist well into 2021.

According to rating agency AM Best, the U.S. Property/Casualty industry's net underwriting income fell 86% in the first nine months of 2020, compared with the year-earlier period, to \$600 million, as insurers reported COVID-19-related decreases in insurable exposures. Stay-at-home orders and government business closures in response to the pandemic prompted Commercial

Property & Casualty insurers to provide policyholders with premium credits and policy refunds.

Simultaneously, severe catastrophic events in 2020 continued to hammer insurers with an astounding 30 named storms in the Atlantic this hurricane season and several wildfires ravaging the West Coast. For 2020, it's projected that insurers will pay out nearly \$1.02 in claims and expenses for every premium dollar they collected. In 2019, they paid out about 99 cents on every collected premium dollar in claims and expenses, according to data by the Triple I (Insurance Information Institute).

While the pandemic may have slowed down litigation as courts were forced to close, expectations are that 2021 will likely see the reemergence of the trend toward increased attorney involvement in claims. It is anticipated that third-party litigation funding, higher demands and jury awards will further impact the profitability of insurers.

The bottom line: Insurers continue to seek underwriting profitability after years of catastrophic property losses and nuclear verdicts in litigation cases, inadequate pricing models, and under-reserving losses. These challenges have been further exacerbated by the uncertainty over the full extent of the fallout from COVID-19, the economic downturn, and civil strife. Near-zero interest rates stunting the insurance industry's ability to offset losses with investment returns is another major factor contributing to unprofitability.

Insurers in search of a market correction and stability are increasing rates, reducing capacity, employing greater risk selection and a more conservative underwriting approach, and continuing to make changes in coverage terms and conditions.



## INSIDE Q3 2020 INSURANCE DATA

Since our last insurance market report, Q3 2020 national industry data reveals continued rate increases in all lines, including Workers' Compensation, which had remained flat up until now. Commercial Umbrella Liability and Directors & Officers Liability premiums saw the largest rate increase followed by Commercial Property, according to the most recent survey conducted by the Council of Insurance Agents & Brokers (CIAB), which provided composite rate increases across various product lines. (See Figures A & B).

	COMM'L AUTO	WORKERS' COMP	COMM'L PROPERTY	GEN'L LIABILITY	UMBRELLA	AVERAGE
Third Quarter 2020	11.0%	1.5%	14.2%	6.7%	22.9%	11.3%
Second Quarter 2020	9.6%	0.7%	13.3%	6.8%	20.0%	10.1%
First Quarter 2020	9.6%	-1.2%	12.0%	5.7%	17.3%	8.7%
Fourth Quarter 2019	10.5%	-1.9%	9.7%	5.8%	13.6%	7.6%
Third Quarter 2019	9.1%	-2.7%	8.8%	4.6%	9.8%	5.9%
High	28.6%	24.9%	45.4%	26.0%	51.9%	35.3%
Low	-11.6%	-12.3%	-15.0%	-13.6%	-13.5%	-13.2%

**Figure A**

Source: The Council of Insurance Agents & Brokers

## RATE CHANGES IN OTHER LINES

	3Q20	HIGH
Broker E&O	4.4%	15.4%
Business Interruption	9.6%	28.8%
Construction	7.9%	38.7%
Cyber	7.7%	7.7%
D&O Liability	16.1%	32.4%
Employment Practices	10.1%	21.9%
Flood	3.6%	8.6%
Marine	4.5%	4.5%
Medical Malpractice	6.0%	32.5%
Surety Bonds	2.6%	11.2%
Terrorism	2.1%	10.4%

It is very important to understand that the data provided in the graphs represent a significant amount of smaller enterprises and the rate environment is much more stable for more mainstream businesses. We are seeing much more market volatility in the middle market space. Each insured should understand the unique nature of their risk profile and rely on more individual expectations setting from your Advisor firm.

**Figure B**

Source: The Council of Insurance Agents & Brokers



## THE IMPACT OF COVID-19 ON THE INSURANCE INDUSTRY

The full impact of COVID-19 on the industry remains uncertain to date. But it's precisely this uncertainty combined with natural disasters and mega lawsuits that are fueling rate increases and the hard market. We've already seen a plethora of Business Interruption (BI) claims (more than 1,100) filed, with those that have gone to court generally supporting the industry case that, for coverage to apply, physical loss or damage must have occurred. However, the courts, in some circumstances have allowed BI claims to be pursued. Lloyd's of London estimates that insured COVID-19-related losses globally could run more than \$107 billion.

On the heels of the coronavirus, insurers have included pandemic exclusions in most coverage lines and will continue to do so in 2021 as renewals come up.

Workers' Compensation saw its first price increase in five years. Insurers are concerned about several issues related to Workers' Comp, including the long-term effects of

COVID-19 on individuals infected by the virus, new risks emerging from remote work, and changing employment levels due to furloughs and layoffs, among others.

Management and Professional Liability rates have been impacted by COVID-19 and other issues, particularly in D&O, Employment Practices Liability Insurance (EPLI), and Fiduciary Liability.

In addition to COVID-related potential losses and increased rates, the pandemic also ushered in an era of remote work. Insurers are working virtually and no longer underwriting in the field, causing new submission and renewal bottlenecks and delays. In some cases, accounts are being declined without thoughtful review. COVID-19 has also limited the ability to conduct on-site loss inspections, impacting the willingness of underwriters to take a leap of faith in writing specific risks.

## THE PATH FORWARD

A strong insurance broker relationship is critical during this challenging time to help navigate the hard market and positively present your story to carriers. Substantial loss control and risk management practices will differentiate your firm and help negotiate optimal policy limits, retention levels, coverage terms, and pricing moving forward. Your broker should help you understand your risk tolerance to determine what alternative solutions may make sense for your business to help manage and gain greater control over costs to weather the hard market.



# CORE RISKS

## COMMERCIAL PROPERTY

The Commercial Property insurance market continues to be hit by catastrophic and human-made losses. According to new data released by Swiss Re, natural catastrophes caused \$76 billion of global insured losses in 2020, up 40% from 2019, making it the fifth-costliest year since 1970. (See Figure C.) Losses were primarily driven by a record number of severe convective storms, Swiss Re data shows, as well as wildfires in the United States.

Wildfires on the West Coast in 2020, according to catastrophe risk solutions company RMS, are estimated to run between \$7 billion and \$13 billion in insured losses. According to the National Interagency Fire Center, at least 37 lives have been lost and 14,716 structures have been destroyed to date. (See Figure D for a view of wildfire locations.)

Estimated insured losses from Hurricane Laura, which hit Louisiana in August, are between \$11 billion and \$15 billion, according to Fitch Ratings. Catastrophe risk modeling firm AIR Worldwide estimates that industry insured losses to onshore property resulting from Hurricane Delta's winds and storm surge in October (again in Louisiana) will range from \$1 billion to \$3 billion.

In early August, a "derecho" caused nearly \$7.5 billion in damage across the Midwest. By definition, a derecho is a widespread, long-lived windstorm associated with a band of rapidly moving showers or thunderstorms. A derecho must include wind gusts of at least 58 mph. In

the Midwest, the August derecho had winds that reached 110-140 mph, equivalent to those of a Category 3 or 4 hurricane.

Also, the civil unrest (arson, theft and vandalism) that occurred throughout U.S. cities in May and June resulted in at least \$1 billion to \$2 billion of paid insurance claims.

The high frequency of catastrophe events experienced in the U.S. through the third quarter of 2020 coupled with a substantial anticipated level of losses related to the ongoing COVID-19 pandemic continues to put rate pressure on insurers. Commercial Property rates for Q3 2020, on average, were up by 14.2%, according to the CIAB. We expect Property rates to continue to increase by 10% to 30%+ well into 2021, varying by industry, occupancy, loss history, risk quality and catastrophe exposures. High-hazard risks may see Property rates rise by 30%+, along with higher deductibles and tighter policy terms and conditions. Limited capacity and wording restrictions along with greater underwriting scrutiny by the carriers characterize the market in addition to the need for rate adequacy.

Carriers are requesting additional information regarding a risk's valuation, construction, exposures and business continuity planning. At the same time, many clients are absorbing more risk with higher retention levels as well as reducing overall limits to gain greater control over the costs.

Total economic and insured losses in 2020 and 2019

USD billion (in 2020 prices)	2020	2019	Annual change	Previous 10-year average
<b>Economic losses (total)</b>	<b>187</b>	<b>149</b>	<b>25%</b>	<b>214</b>
Nat cat	175	139	26%	202
Man-made	12	10	17%	12
<b>Insured losses (total)</b>	<b>83</b>	<b>63</b>	<b>32%</b>	<b>79</b>
Nat cat	76	54	40%	71
Man-made	7	9	-17%	8

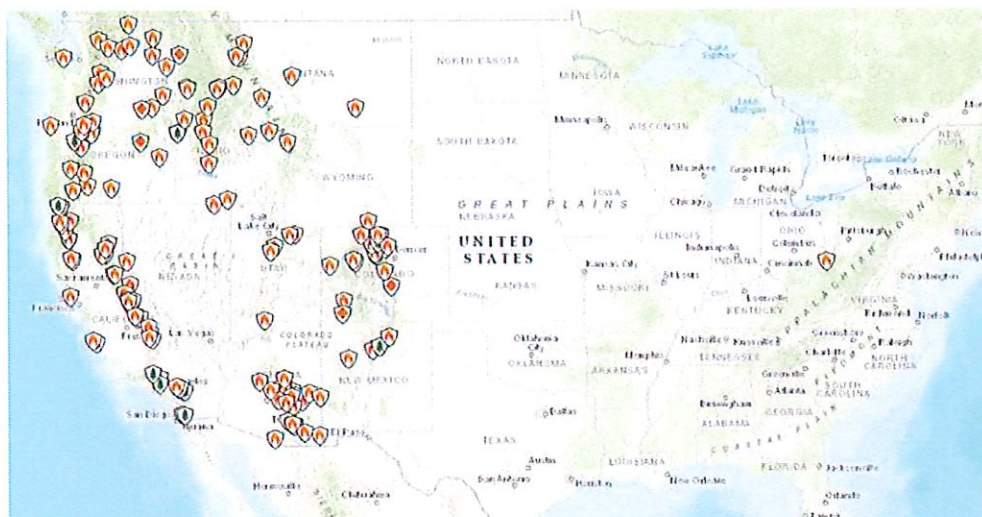
Figure C

Source: Swiss Re Institute



**Figure D**

Source: AIR Worldwide/InciWeb



## **BUSINESS INTERRUPTION (BI)**

According to a preliminary analysis by the University of Pennsylvania Law School, since COVID-19 sparked government-ordered shutdowns in March, judges have dismissed more than four times as many Business Interruption lawsuits as they've allowed to proceed. Despite the setbacks, businesses keep suing with some motions in favor of plaintiffs. For example, a North Carolina court granted a judgment in favor of a policyholder, stating that Commercial Property insurance covers BI losses resulting from COVID-related government shutdown orders. In Florida, the federal court determined a "virus exclusion" does not preclude a policyholder from pursuing insurance for a COVID-related Business Interruption loss. The court found it "not clear that the plain language of the policy unambiguously and necessarily excludes plaintiff's losses."

The stakes are indeed high for both businesses and insurers. The pandemic has led to a surge in U.S. bankruptcies. Retailer Century 21, for example, closed its doors after stating it couldn't survive on the heels of its BI claim denial. On the other hand, in the second quarter — after the initial shutdowns — Chubb Insurance reported \$1.16 billion in COVID-19 losses. Munich Re said in November that the coronavirus losses keep growing. The insurance industry has made it clear its sustainability will be greatly compromised if it has to go it alone in paying BI claims for which coverage was never contemplated. To date, there has been no headway offered in the proposals made by the insurance industry, associations, and legislators to establish a federal backstop for pandemic risk and insurance to help businesses recover losses and remain in operation while keeping the insurance industry solvent.

## **GENERAL LIABILITY (GL)**

General Liability pricing continued an upward trend in the second half of '20 with rate increases ranging between 10%-20%+, generally speaking, as a result of loss trends and underwriting deterioration. Rate increases were even higher for companies in high-hazard industries, such as habitational real estate, the gig economy, manufacturers of high-hazard products, and firms with material wildfire exposure, such as utilities, rural landowners and forestry concerns. We expect to see GL rate increases continue into 2021. This is based on industry trends and recent reports that anticipate a continuation of rising medical costs, social inflation, increased attorney involvement and funded litigation as well as higher jury awards, specifically where anti-corporate sentiment is strong and large awards are viewed as a form of economic or social justice. (AM Best Market Report).

Distressed industries such as multi-family housing and residential construction will continue to see insurers raise rates or even exit the marketplace in certain geographies.



## COMMERCIAL AUTO

Commercial Auto has been an unprofitable line for insurers for years despite continued rate increases since 2016. According to AM Best, underwriting losses for insurers deepened to \$4 billion in 2019, the segment's worst loss in 10 years. Distracted driving increased medical treatment costs, rising auto repair costs and legal climate changes continue to push rates higher. Forecasters say 2021 will be no different, with anticipated rate increases of 7% to 11%.

These rate increases are pushing some insureds to look at higher deductibles while others are increasingly implementing technology to reduce accidents, particularly in the transportation and trucking industry. Dual-facing cameras, forward collision avoidance systems, and speed limiters are among the safety technology used today in fleet management.

New capacity is gradually entering the marketplace due to more favorable pricing which should eventually lead to increased competition.

## WORKERS' COMPENSATION

Of all the coverage lines, Workers' Compensation has remained flat through the tightening market, although we are now beginning to see slight rate increases. According to the CIAB, Q3 2020 saw a 0.7% increase, the first since 2015. The rise could be attributed to increases in the average cost of claims involving lost workdays and insurer uncertainty over the future cost of COVID-19 Workers' Comp claims. The presumptive legislation enacted in many states and its path to potential claims regarding COVID-19 cases could contribute to ongoing rate increases moving forward.

To date, New Jersey, Connecticut, Florida, Colorado and

Alaska lead the nation in Workers' Comp claims related to COVID-19. They each recorded more than 300 COVID-19-related Workers' Comp medical claims for every 100,000 active claims between January and June, according to a National Council on Compensation Insurance (NCCI) report released in December. This represents an increase of 50% from 2019 averages.

"There is no question that the COVID-19 pandemic has had and will continue to have a measurable impact on medical treatment of injured workers in the Workers' Compensation system," report authors David Colón and Raji Chadarevian wrote. "The question is ... to what extent? The simple answer is a single metric, and that is time. It may be years before we grasp the full effect of this pandemic on Workers' Compensation."

The NCCI data also shows more women than men (68% vs. 32%) filing COVID-19 Workers' Comp claims. One potential contributory factor for gender disparity in claims may be because women comprise a greater portion of healthcare employment. The largest healthcare occupation is registered nurses, with more than 2.4 million workers, followed by 1.2 million nursing, psychiatric, and home health aides, according to the U.S. Census. Women make up more than 85% of workers in both large occupation groups. The data also shows that the average age for workers with a COVID-19 medical claim is 46.2 years, compared to the average age of the general Workers' Comp claimant population of 41.3 years.

Insurers continue to be concerned about the impact of COVID-19 on Workers' Compensation and the uncertainty around the pandemic and its duration, as well as the size and number of claims that could develop into compensable claims. Additional concerns relate to recovery time for workers infected by COVID-19 and whether there would be long-term needs or lasting adverse effects.

### NCCI DATA ON COVID-19-RELATED WORKERS' COMP CLAIMS\*



- 20% of COVID-19 medical claims had an inpatient stay
- Of those claimants with an inpatient stay, 19% were in an ICU for some portion of their hospital stay
- The average length of inpatient stays for COVID-19 medical claims is 7.5 days
- The average cost per day is \$5,400, totaling on average \$38,500 per inpatient stay
- COVID-19 medical claims requiring an ICU visit tend to incur longer and more expensive inpatient stays, at 11.5 days and \$67,300 per inpatient stay, respectively



The impact of the changing workplace for many, including the shift to working from home, is another area insurers are continually assessing. There are questions around class codes, determining compensable injuries at home, ergonomic considerations, and home safety. In addition, insurers are concerned about the economy and how employment levels will change as more businesses are forced out of business or laying off workers. They are contemplating how to best evaluate risk without having significant COVID-19 data at this point.

It's important for employers to continue to have prudent loss control protocols in place and to update their policies to accommodate COVID-19 best practices and establish guidelines for work from home safety. With so many employees now telecommuting, employers should also revisit their policies to determine whether to add neighbor states and modify class codes.

## UMBRELLA & EXCESS LIABILITY

Umbrella and Excess Liability capacity constraints and upward pricing continue to cause market disruption. Underwriting unprofitability due to deteriorating loss trends required carriers to ask for more rate increases and reduce their underwriting appetites while creating program structures with reduced capacity and higher attachment points. Premiums for Q3 2020, according to the CIAB, increased an average of 22.9%. (See Figure E.)

Catastrophic losses stemming from lawsuits involving auto accidents, wildfires, active shooter events, product liability claims, sexual abuse and molestation, and concussion/traumatic brain injury (TBI) all have contributed to weakened underwriting performance.

Exacerbating these severe losses are the large verdicts juries are awarding. Data from Chubb Insurance and law firm Lewis Brisbois indicates that the median value of the top 50 U.S. verdicts in 2019 is estimated to be \$88 million, a 62% increase from 2018's median value of \$54.33 million. Nuclear verdicts running into the hundreds of millions of dollars are also a driving factor behind the losses in today's Umbrella and Excess market. These verdicts are driven by an aggressive plaintiff's bar, ramped-up legal advertising, litigation financing, increases in the number of class-action lawsuits and anti-corporate sentiment among jurors. Add to this the uncertain economic outlook, political instability, and the unknown impact from the coronavirus, and this is a challenging market for both insurers and clients.

In addition to significant rate hikes, depending on the industry and the business's risk profile, carriers are reducing the capacity on lead Umbrella and Excess layers. It's taking more time and more insurers to obtain high limits. The reduction of limits leads to insureds having to partner with multiple insurers to complete their needed tower of liability which leads to even greater costs due to minimum premiums. Insureds should work with their broker and review benchmarking of limits carried by peers as well as pertinent claim scenarios to determine an appropriate limit to carry before the renewal. Insureds with significant auto exposures are bearing the brunt of the highest increases in rate while also having the most severe cuts in limit capacity.

Since the pandemic, communicable disease exclusions have been added to most renewal programs, particularly for highly exposed industries such as healthcare, retail, and hospitality.



### PREMIUM CHANGE FOR UMBRELLA, 2014 - Q3 2020

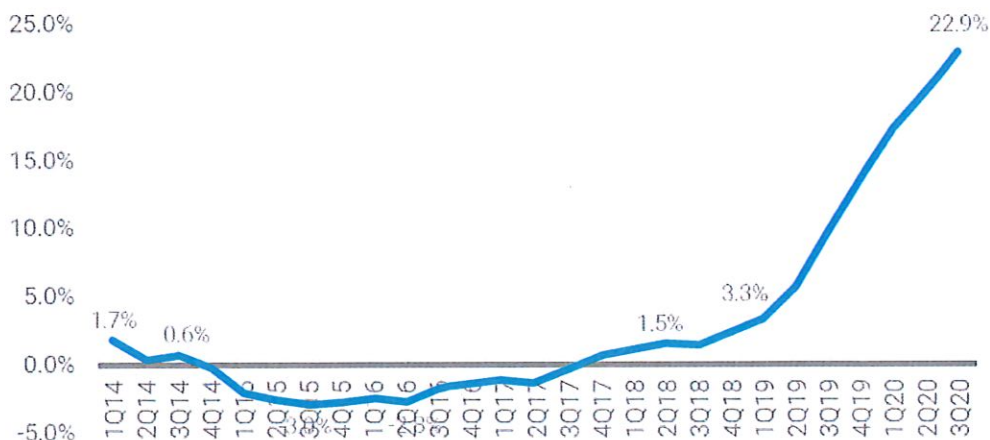


Figure E  
Source: The Council of Insurance Agents & Brokers



# EXECUTIVE RISKS

## DIRECTORS & OFFICERS (D&O) – PRIVATE COMPANIES

Directors & Officers (D&O) Liability recorded a significant average price increase of 16.1% for Q3 2020, with some companies seeing even higher increases. Rates, terms and capacity will continue to see upward pressure into 2021. Underwriters are concerned about a firm's liquidity/solvency, guidance and responsiveness to COVID-19, revenue disruption, supply chain and logistical concerns, and business plan changes in the wake of the pandemic. They want to know if a company can operate its business remotely and successfully.

With D&O renewals, we're seeing pandemic exclusions added to policies if they didn't already exist, price increases along with limit decreases, deductible increases, and, in some cases, the elimination of coverage enhancements such as adding creditor claim or bankruptcy exclusions. Some carriers are retreating from specific industries such as aircraft, hospitality, gaming and nursing homes.

## DIRECTORS & OFFICERS – PUBLIC COMPANIES

D&O prices for public companies continue to climb by double-digits, with some organizations experiencing more than a 50% uptick in Q3 2020. In addition, some businesses are paying more for less coverage as insurers narrow coverage and no longer offer coverage enhancements. Insurers are more aggressive in negotiating pricing and coverage terms as capacity and competition wane. More public companies are looking to retain additional risk and reduce limits in the wake of significant price increases.

Through the first half of 2020, according to Cornerstone Research, new U.S. securities class action filings were pacing approximately 18% behind rates seen in 2019. However, the downturn was most likely due in part to the disruption to businesses and court activity due to the pandemic. The frequency of federal court filings is expected to match the same rates in 2017 and 2018. (See Figure F).

**Class Action Filings Index (CAF Index) Semiannual Number of Class Action Filings 2010-2020 H1**



Note: This figure begins including state 1933 Act filings in the semiannual counts in 2010. Parallel class actions are only reflected as a single filing. When parallel cases are filed in different years, the earlier filing is reflected in the figure above. Accordingly, counts that include parallel filings may differ from counts of state filings because a parallel filing may be counted in a prior year.

Source: Cornerstone Research, Securities Class Action Filings 2020 Midyear Assessment, 2020

**Figure F**



Carriers continue to be concerned over D&O oversight and management of the pandemic, supply chain durability, cash flow liquidity, value of receivables, reserves or bad debt, etc., as the cause of future claims. In December, the SEC settled charges against The Cheesecake Factory for misleading investors about the pandemic's financial effects. In mid-March, the chain of restaurants was compelled as a result of COVID-19 to temporarily change its business model from dine-in restaurants to an "off-premises model." The company then issued two press releases advising of the transition and indicating that the new model was "enabling the company's restaurants to operate sustainably at present under this current model," but failed to disclose that the claim of sustainable operations excluded expenses attributable to corporate operations as well as the weekly loss of \$6 million in cash. Those statements, the SEC concluded, were "materially false and misleading."

In looking ahead at 2021, another issue of great concern is the rise of derivative litigation. These lawsuits are filed on behalf of a company against individual directors and officers alleged to have violated their duty to the company. Board diversity is also a concern as several public companies already face securities lawsuits demanding their boards become more diverse. Shareholder activism is a significant concern as companies are being pressured through lawsuits to become more active in addressing climate change and diverse workforces. It's expected that public companies will look to pursue aggressive restructurings in the months ahead, including IPOs, reverse mergers and COVID-driven bankruptcies. In response to these types of actions, we should anticipate high retentions, hard-market pricing and conservative terms to continue in the future.

## **EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI)**

EPLI rates for Q3 2020 increased anywhere from 8% to 21%, according to the CIAB survey, depending on geography, industry and risk. For example, California, has traditionally been a tough market for EPLI, and is continuing to experience higher rate increases. New York and Illinois are now also experiencing rate spikes in the wake of the pandemic. The EPLI market is tough for hotels, restaurants and the travel industry – all hard hit by COVID-19.

As we continue to face fallout from the ongoing COVID-19 pandemic, insurers are worried about the impact of employee layoffs and furloughs on companies and issues around diversity, inclusion and equity. Increased privacy protections and the potential for employee privacy violations are also drivers of hard-market conditions for EPLI. Employers are collecting more information about employees as they test for COVID as part of their reopening practices. This may lead to more employee privacy claims and ADA claims.

Another potential emerging issue involves whether employers have the right to mandate workers be vaccinated against COVID-19. The vaccine is currently being rolled out across the country. Each state determines who gets the first shots – from healthcare workers and first responders to other essential workers to residents of long-term care facilities. The issue around a vaccine mandate is a complicated one for employers, and the jury is still out on this. This is the first time a vaccine is available under an "emergency use authorization." Employers are waiting for specific guidance from federal agencies such as the U.S. Equal Employment Opportunity Commission (EEOC) and the Centers for Disease Control and Prevention (CDC) before setting corporate policies with regard to the COVID-19 vaccination.

Not only are we seeing EPLI rate increases, but capacity has also been greatly reduced. Carriers are providing lower limits, and underwriters are digging deep when renewing an account. They are asking questions regarding COVID-19 layoffs, workforce reductions, pay, reopening plans, and so on, and conducting a closer review of financials for private companies.

During the renewal process, it's essential for businesses to distinguish themselves in the market and why they are an acceptable risk.



## CYBER LIABILITY

The Cyber Insurance market is stressed, with premiums trending upward due to the increase in frequency and severity of claims, particularly as industries such as healthcare, education, manufacturing, financial services, and technology continue to be targets of ransomware. For example, ransomware against medical providers and hospitals is at an all-time high, particularly difficult, while hospitals are trying to address the rising need for services during the pandemic. In mid-December, the U.S. Cybersecurity Infrastructure and Security Agency, along with the Federal Bureau of Investigation, warned about increased cyberattacks targeting the U.S. K-12 educational sector, often leading to ransomware attacks, the theft of data, and the disruption of distance learning services.

Our work-from-home environment continues to usher in cyber vulnerabilities as bad actors take advantage of employees working remotely on less secure networks and best practices that have not been updated to accommodate the new workplace landscape.

As cyber threats continue, insurers are continuing to rethink their position in large towers and taking a closer look at rates in perceived burn layers. Capacity has tightened, with some carriers making changes to their ransomware appetites while others are looking at including sublimits and coinsurance options. Some carriers are no longer providing Cyberextortion coverage.

## STEPS TO PROTECT AGAINST RANSOMWARE

- 1 Start with a risk assessment:** Addressing risks starts with identifying what they are, where they are, and how severe the consequences are.
- 2 Email content and delivery:** Enforce strict Sender Policy Framework (SPF) checks for all inbound email messages, verifying the validity of sending organizations. Filter all inbound messages for malicious content including executables, macro-enabled documents and links to malicious sites.
- 3 Manage access effectively:** Ransomware doesn't have to go viral in an organization. Put in place appropriate measures for general user and system access across the organization: privileged access for critical assets (servers, end-points, applications, databases, etc.) and enforce multi-factor authentication (MFA) where appropriate (for example remote access/VPN, externally facing applications).
- 4 Back-up key systems and databases:** Ensure regular back-ups that are verified and stored safely offline. Use strong, unique back-up credentials, and secure them separately. Test backups to ensure restoration from them.
- 5 Educate users:** Most attacks rely on users making mistakes. Train users to identify phishing emails with malicious links or attachments. Regular phishing exercises are a great way to do this.
- 6 Patch systems and applications:** Conduct regular vulnerability scans and rapidly patch critical vulnerabilities across endpoints and servers – especially externally facing systems.
- 7 Secure remote access:** Do not expose Remote Desktop Protocol (RDP) directly to the Internet. Use Remote Desktop Gateway (RDG) or secure RDP behind a multi-factor authentication-enabled virtual private network (VPN).

Source: Beazley



## CRIME

The Crime market continues to be driven by the frequency and severity of employee theft and social engineering claims. Social engineering such as phishing and other crimes include “human hacking” scams that lure unsuspecting users into exposing data, spreading malware infections, or giving access to restricted systems. Due to the rise in these types of crimes, insurers are more conservative in the capacity they provide for Social Engineering coverage, reducing sublimits and requiring higher deductibles. Rate increases have typically been between 5% and 15%.

## FIDUCIARY LIABILITY

Premiums for Fiduciary Liability insurance are up while coverage limits are lower and retention levels have increased as litigation takes its toll on the market. After years of maintaining relatively stable rates, insurers are looking to take action to maintain profitability. Most litigation cases focus on the fees plan participants pay for investment management or administration of their 401(k) or 403(b) plans. Success in these excessive-fee cases has attracted attorneys to the ERISA space as well. Large settlements, new law firms entering the litigation arena, and the volume of cases in 2020 being filed have all contributed to the hardening of the Fiduciary market. (See Figure G.) Expectations are that the new administration in 2021 will usher in even more significant fiduciary risks.

### BIG CHECKS

THE BIGGEST 401(K) EXCESSIVE-FEE LAWSUITS HAVE BEEN SETTLED FOR MORE THAN \$30 MILLION

	AWARD OR SETTLEMENT	YEAR CASE WAS FILED	YEAR CASE WAS SETTLED/DECIDED	PLAINTIFF LAW FIRM
Haddock v. Nationwide Financial Services	\$104 million	2001	2014	Stanley Law Group
Abbot v. Lockheed Martin	\$62 million	2006	2015	Schlichter Bogard & Denton
Spano v. Boeing	\$57 million	2006	2015	Schlichter Bogard & Denton
Tussey v. ABB	\$55 million	2006	2019	Schlichter Bogard & Denton
Ybarra v. Board of Trustees of Supplemental Income Trust	\$52 million	2017	2019	Franklin D. Azar & Associates
Pledger v. Reliance Trust Company	\$39.8 million	2015	2020	Schlichter Bogard & Denton
Bhatia v. McKinsey & Company	\$39.5 million	2019	2020	Nichols Kaster
Nolte v. Cigna Corp.	\$35 million	2007	2013	Schlichter Bogard & Denton
Kruger v. Novant Health	\$32 million	2014	2015	Schlichter Bogard & Denton

Figure G

Source: Groom Law Group, InvestmentNews



# SPECIALTY RISK

## TRANSACTION LIABILITY – REPRESENTATIONS & WARRANTIES (R&W)

The impact of COVID-19 on the R&W market for M&A deals is fluid as the industry adjusts its underwriting practices to address new risks presented by the pandemic. On the heels of the pandemic, insurers developed underwriting protocols that require exclusions for COVID-19-related exposures in an R&W policy. At the onset of the pandemic, these exclusions were broad-based but, as time has passed, insurers are being more thoughtful and focused on specific risks with exclusions and applying them on a case-by-case basis.

In certain circumstances, COVID-19 exclusions have even been limited to failures by the target company to protect employees or customers, rather than a broad exclusion relating to the general impact by COVID-19 on all aspects of the target's business (National Law Review).

In addition, specific COVID-19-related diligence questions are being added to underwriting protocols, including, but not limited to, requests for recent financials and projections, the collection of accounts receivable since COVID-19, the functionality of the target company's facilities, the target's efforts to protect employees and the direct impact on those employees, disruptions to customer or supplier relationships, business continuity plans, and insurance claims or coverage changes.

## PHYSICIAN PROFESSIONAL LIABILITY

Pre-COVID-19, the Physician Professional Liability market was in a state of flux as a result of frequent and massive verdicts and settlements. Rates have been rising (between 3% and 15%) and will continue to rise into 2021, further exacerbated by the pandemic. Concerns over rate adequacy amid rising loss costs and the impact of social inflation on litigation-driven loss-severity trends in the wake of diminishing insurer reserve redundancy continue to plague the market.

As a result, underwriters continue to review risk selection, rates, capacity and coverage. Some carriers withdrew from the Medical Professional Liability market this past summer, with most insurers reducing capacity

and requiring increased self-insured retentions and deductibles. Policy non-renewals are also common, and insureds with adverse loss history may find it challenging to get capacity at any price.

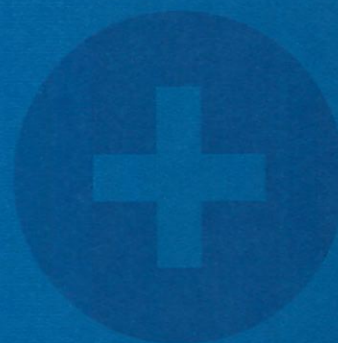
Also, while the surge in telemedicine has been a lifeline for physicians and their patients, it may also bring additional professional liability risks regarding standards of care. Any practice that has added telemedicine services should update its risk management policies and procedures, including documented standards of care for telemedicine.

## HOSPITAL PROFESSIONAL LIABILITY

The Hospital Professional Liability market pre-pandemic have also been problematic due to nuclear verdicts and large settlements. According to data from the ASHRM Hospital & Physician Professional Liability Benchmark Study, the average cost of a medical malpractice claim has increased by 50% since 2009, with a sharp rise in the number of claims of more than \$5 million during the last four years.

The market saw rate increases of 5% to 25% in Q3 2020, and we expect this will continue into next year.

While we still don't know the extent of the impact of COVID-19 on the Hospital Professional Liability market, with the third surge of the virus in full swing, causing medical staff, bed and equipment shortages, future medical negligence claims could arise.





## SENIOR LIVING PROFESSIONAL LIABILITY

Senior living facilities, specifically nursing homes and assisted living facilities, have experienced the brunt of COVID-19-related deaths, at about 42%. How this will impact liability claims in the Senior Living Professional Liability market remains to be seen, even in states that have passed immunity laws offering liability protections. These protections will likely be challenged in court.

Those facilities that did a better job protecting their residents will fare better in an insurance market that was already experiencing deteriorating underwriting results and precipitated premium increases, diminished capacity, and large retention levels.

We expect to see a continued challenging market moving forward with some risks finding it challenging to find coverage even at higher premiums. We already see exclusions in policies for pandemic coverage and a diminished stable of carriers willing to write the class of business.

Insureds need to start the renewal process early with their brokers and convey their story of strong risk-management practices and protocols.

## PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS (E&O)

The broader Professional Liability/E&O market has now moved into a hardening state along with the rest of the core coverage lines. Carriers are becoming more conservative in their underwriting practices across a wide range of industry classes, including professional service firms and technology providers. Pricing is going up anywhere between 10-50% in conjunction with meaningful retention increases as well. Percentage increases tend to be higher right now in the excess layers due to the feeling those layers have been underpriced for too long. Filling out layered programs is becoming more challenging as carriers manage the limits exposed to the heightened rate of litigation. With respect to terms and conditions offered, carriers are scrutinizing the definition of professional services, more closely monitoring additional insured offerings, and adding regulatory exclusions in certain programs.

### SHARE OF STATE'S DEATHS LINKED TO LONG-TERM CARE FACILITIES

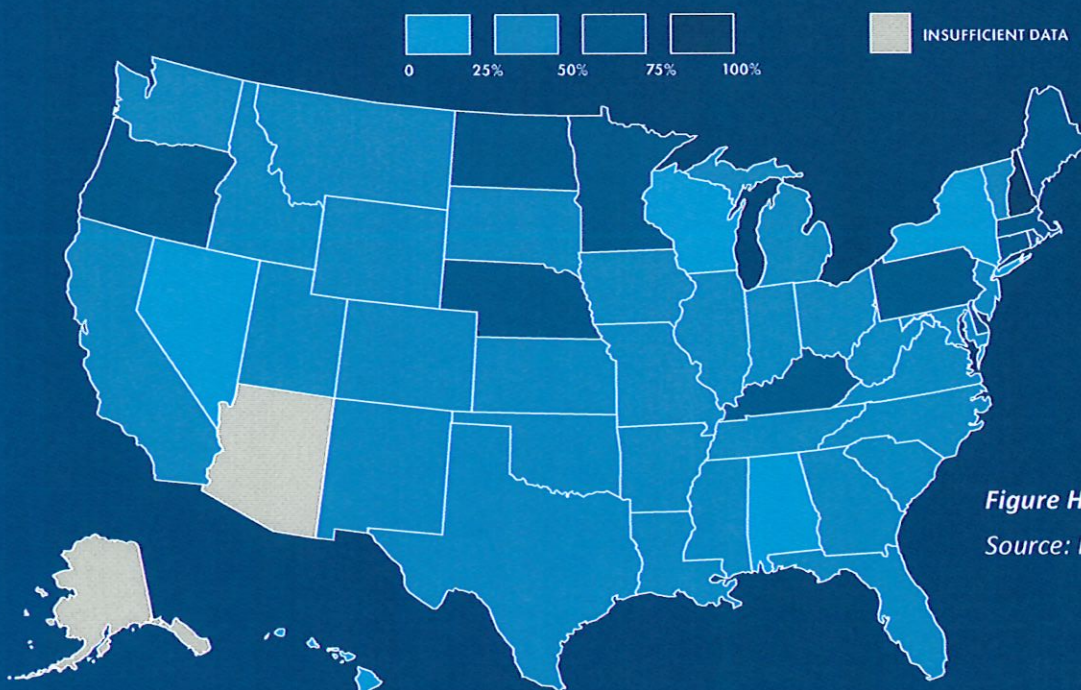


Figure H  
Source: New York Times



# SURETY

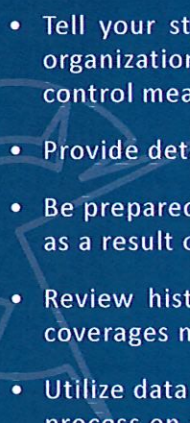
The pandemic and resulting economic downturn have paved the way in the Contract Surety market for sureties to employ tighter underwriting standards, require additional detailed information and financial transparency, and carefully evaluate each contractor's backlog to determine the impact of COVID-19 on a project. Sureties are also scrutinizing contract language related to delays, extensions, force majeure clauses, and payment terms. They are requesting information on COVID-19 job site protocols to protect workers.

Contract surety buyers should be prepared to show they are mitigating increased contractual and financial challenges through the pandemic. They need to show how they manage cashflow and skilled labor and diversify supplier sources as they navigate a post-COVID-19 economy.

In the Commercial Surety market, amid COVID-19, underwriting standards have also tightened with many sureties forming or using existing credit committees to examine new and existing exposures more often. The focus of sureties is on strengthening collateral, decreasing exposure, limiting capacity and increasing rates. The most impacted industries in the Commercial Surety market are oil and gas, mining, retail, restaurant, food service, hospitality, airlines and commercial real estate.

## NAVIGATING THE CURRENT MARKET

All businesses should work closely with their agents/brokers and carriers to continue to employ the following strategies:

- 
- Start the renewal process early.
  - Tell your story to the market, including what distinguishes the firm. Share the quality of the organization's risk management, safety protocols (including COVID-19 safety practices), and loss-control measures as a differentiator in the risk profile.
  - Provide detailed information about the company, including its business continuity plan.
  - Be prepared to discuss how real property values are derived. Valuations are important to insurers as a result of catastrophic property losses.
  - Review historical and potential exposures with agents/brokers to determine which additional coverages may be required to remain protected in an evolving market.
  - Utilize data analytics to take control of the organization's narrative and facilitate the underwriting process on a more level playing field with carriers.
  - Work with agents/brokers to arrange in-person meetings and/or virtual calls with underwriters to personalize the process and help restructure insurance placements if necessary.



# RESILIENT TOGETHER *IN* 2021

## THE NEW YEAR AHEAD

Although 2020 has been a challenging year, it has also spurred innovation. Many insurers are looking to the future and seeing what products (parametrics, artificial intelligence) can be developed to address new risks and how analytics can help predict and mitigate the true nature of these risks.

We have seen resilience and creativity among many businesses across industry sectors during this past year to adapt to a new and uncharted environment. We have also unfortunately seen many companies fold and industries suffer because of the pandemic. As we enter 2021, we do so with hope as several vaccines have been developed to help manage the virus and eventually allow us to return to our “old normal.” Of course, some things may be forever changed as more of us work from home, hold Zoom calls, and increasingly utilize telemedicine.

We will be here to provide the insurance programs entrepreneurs and businesses need as they once again reimagine how tomorrow’s landscape will create new opportunities for success and growth.



Tanner Ballew & Maloof, Inc. is an award-winning entrepreneur-led and inspired insurance brokerage firm delivering expertly crafted Commercial Insurance and Risk Management, Private Insurance and Risk Management, Employee Benefits and Benefit Administration, Asset and Income Protection, and Risk Mitigation strategies to clients wherever their passions and businesses take them throughout the U.S. and abroad. TBM has award-winning industry expertise, colleagues, competencies, insurers, and most importantly, a highly differentiated culture that our clients consider an invaluable expansion of their business.

Learn more at [www.tbmins.com](http://www.tbmins.com).

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2021 COMMERCIAL PROPERTY & CASUALTY MARKET OUTLOOK  
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## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH  
FULTON COUNTY FOR THE PROVISION OF ELECTION SERVICES FOR THE  
CITY OF FAIRBURN'S 2021 MUNICIPAL ELECTION**

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

**Submitted: 04/20/2021      Work Session: N/A      Council Meeting: 04/26/2021**

**DEPARTMENT:** City Clerk

**BUDGET IMPACT:** The budget impact is \$33,279; an additional \$27,658 if Runoff is required.

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

---

**PURPOSE:** For Mayor and Council to approve an Intergovernmental Agreement (IGA) with Fulton County Department of Registration and Elections for Election Services for the City of Fairburn's 2021 Municipal Election.

**HISTORY:** Fulton County will be responsible for conducting the municipal election for the City of Fairburn.

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council to Approve the Intergovernmental Agreement with Fulton County for the Provision of Election Services for Fairburn's 2021 Municipal Election.

  
Elizabeth Carr-Hurst, Mayor

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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



## **ARTICLE 1 CONDUCT OF ELECTIONS**

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

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

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

## **ARTICLE 2 TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

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

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

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

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



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

#### **ARTICLE 4 COMPENSATION AND CONSIDERATION**

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

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

#### **ARTICLE 5 LEGAL RESPONSIBILITIES**

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

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

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

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

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

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

## **ARTICLE 6 EMPLOYMENT STATUS**

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

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

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



**ARTICLE 7**  
**RECORDKEEPING AND REPORTING**

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

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

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

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

**ARTICLE 9**  
**AUTHORIZATION**

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

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

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

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

**ARTICLE 11**  
**NOTICES**

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

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

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

If to the City:                      City Clerk  
   \_\_\_\_\_  
   \_\_\_\_\_

With a copy to:                      City Attorney  
   \_\_\_\_\_  
   \_\_\_\_\_

**ARTICLE 12**  
**NON-ASSIGNABILITY**

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



**ARTICLE 13**  
**ENTIRE AGREEMENT**

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

**ARTICLE 14**  
**SEVERABILITY, VENUE AND ENFORCEABILITY**

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

**ARTICLE 15**  
**EBINDING EFFECT**

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

**ARTICLE 16**  
**COUNTERPARTS**

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

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

**FULTON COUNTY, GEORGIA**

**APPROVED AS TO SUBSTANCE:**

(Seal)

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

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

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

**ATTEST:**

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

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

**APPROVED AS TO SUBSTANCE:**

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

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**



## CITY OF FAIRBURN, GEORGIA

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

Mayor

City Clerk (SEAL)

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

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

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City Attorney

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City Clerk

## EXHIBIT A

As per the Agreement executed on \_\_\_\_\_, the City of Fairburn, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

The Fulton County Board of Registrations and Elections agrees to conduct the City of Fairburn General Election on November 2, 2021, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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





**EXHIBIT B**  
**CITY OF FAIRBURN**  
**FLAT RATE CONTRIBUTION**

<b>Election</b>	<b>November 2, 2021 General</b>	<b>November 30, 2021 Runoff</b>
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	11,243	11,243
Cost Per Voter	\$2.96	\$2.46
Total Cost	<b>\$33,279</b>	<b>\$27,658</b>
<b>Grand Total</b>	<b>\$60,937.00</b>	



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR THE OAKLEY INDUSTRIAL FULL-DEPTH RECLAMATION PROJECT**

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

**Submitted: 04/20/2021**

**Work Session: N/A**

**Council Meeting: 04/26/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of the proposed Intergovernmental Agreement is an increase of \$390,000 in project funding.

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

---

**PURPOSE:** For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide \$390,000 in construction funding for the Oakley Industrial Full-Depth Reclamation Project.

**HISTORY:** The City of Fairburn requested funding assistance from the South Fulton CID to deliver the proposed Oakley Industrial Full-Depth Reclamation Project.

**FACTS AND ISSUES:** The proposed IGA is the South Fulton CID's formal response to the aforementioned request. To be reimbursed \$390,000 in proposed construction funding the IGA with the South Fulton CID must be processed.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the South Fulton CID for the Oakley Industrial Full-Depth Reclamation Project.

  
Elizabeth Carr-Hurst, Mayor



**AGREEMENT  
BETWEEN  
CITY OF FAIRBURN  
AND  
SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY wishes to improve Oakley Industrial Boulevard with a Full-Depth Reclamation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CID wishes to participate in the PROJECT by contributing partial funding; and

WHEREAS, the PROJECT is designed to improve the public infrastructure through the CITY and CID; and

WHEREAS, the CITY has provided for preliminary engineering, design and procurement costs and will provide for CEI and CM/PM costs; and

WHEREAS, the PROJECT construction has been bid out and is recommended by the CITY Director of Community Development/Public Works to be

awarded to C.W. Matthews Contracting Co., Inc. (hereinafter referred to as "C.W. Matthews") for its bid submitted for \$1,889,855.09; and

WHEREAS, if the CID commits to pay \$390,000 of the cost to construct the PROJECT, the CITY is willing to provide the balance of the funding required to complete the PROJECT; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §111, ¶1 (a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The design is complete and the CITY owns the right of way for the PROJECT.

2. The location of the PROJECT is Oakley Industrial Boulevard (hereinafter referred to as "OIB") from the deceleration lane of the Solstice Apartment Complex to SR 74 and striping on Bohannon Road Bridge over I-85, OIB from SR 92 to Fayetteville Road, and OIB from just west of Bohannon Road to Creekwood Road.

3. The CITY intends to contract with C.W. Matthews in the amount of \$1,889,855.09, and will undertake and assume all responsibilities for the construction and maintenance of the PROJECT; provided, however, if the CITY is unable to come to final contract terms with C.W. Matthews, then this Agreement shall have no effect.

4. The CID will pay \$390,000 as a portion of the cost to construct the



PROJECT on a reimbursement basis to the CITY.

5. The CITY will provide the balance of the funding required to complete the PROJECT.

6. The foregoing commitment from the CID expires should the construction not begin by July 1, 2021.

7. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

SOUTH FULTON COMMUNITY  
IMPROVEMENT DISTRICT

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

Elizabeth Carr-Hurst, Mayor

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

Marty Ross, Chairman

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

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

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

City Clerk

Approved: \_\_\_\_\_

City Attorney



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE OAKLEY INDUSTRIAL FULL-DEPTH RECLAMATION PROJECT CONTRACT AWARD TO C.W. MATTHEWS**

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

**Submitted: 04/20/2021**

**Work Session: N/A**

**Council Meeting: 04/26/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact will be \$1,889,855.09. The South Fulton CID will be responsible for the first \$390,000. The remaining project expenditures (\$1,499,855.09) will come out of account number (360-000-54-1410) T-SPLOST Infrastructure-Roadway.

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

---

**PURPOSE:** For Mayor and Council to approve the Oakley Industrial Full Depth Reclamation Project Contract Award to C.W. Matthews for an amount of \$1,889,885.09.

**HISTORY:** The Invitation for Bid (IFB#21-001, Oakley Industrial Full Depth Reclamation Project) was advertised on January 6<sup>th</sup>, 2021. The bid opening date was February 11<sup>th</sup>, 2021, at 2:00pm at which time the four (4) bids received were opened and read aloud.

**FACTS AND ISSUES:** The project was bid as the full depth reclamation of Oakley Industrial Boulevard Road from the deceleration lane of the Solstice Apartment Complex to SR 74 as the base bid. In addition, (#1) Oakley Industrial Boulevard from SR 74 to SR 92, (#2) Oakley Industrial Boulevard from SR 92 to Fayetteville Road, (#3) Oakley Industrial Boulevard from Fayetteville Road to Stalwart Road, (#4) Oakley Industrial Boulevard from just west of Bohannon Road to Creekwood Road, and (5) Gullatt Road for the bridge over I-85 to McLarin Road were bid as add alternates.

After completion of the bid evaluation, it was determined that C.W. Matthews was the lowest responsive and responsible bidder with a bid price of \$3,379,857.85.

The use of add alternates provided flexibility in finalizing the project based on the funding commitments by the City of South Fulton and the South Fulton CID. In the end, the City of South Fulton chose not to participate in the project as a result Add Alternates 1 & 5 were removed from consideration, since these sections lie partially within their jurisdiction.



The resulting project will be:

Base Bid: Oakley Industrial Boulevard (from the deceleration lane of the Solstice Apartment Complex to SR 74 and striping on Bohannon Rd Bridge (over I-85) - \$368,739.93.

Add Alternate #2: Oakley Industrial Boulevard (from SR 92 to Fayetteville Road) - \$1,098,259.79

Add Alternate #4: Oakley Industrial Boulevard (Bohannon Road to Creekwood Road) - \$422,855.37

Project Total - **\$1,889,855.09**

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve a contract award to C.W. Matthews for a bid price of \$1,889,855.09.

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

**CITY OF FAIRBURN  
INVITATION FOR BID**

IFB 21-001 – Oakley Industrial Boulevard Full Depth Reclamation (FDR) Project

*January 6, 2021*

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete OAKLEY INDUSTRIAL BOULEVARD AND BOHANNON ROAD FULL DEPTH RECLAMATION (FDR) PROJECT. The work consists of full depth reclamation, asphalt paving and striping on Oakley Industrial Boulevard Road from the deceleration lane of the Solstice Apartment Complex to SR 74 in Fairburn. In addition, (#1) Oakley Industrial Boulevard from SR 74 to SR 92, (#2) Oakley Industrial Boulevard from SR 92 to Fayetteville Road, (#3) Oakley Industrial Boulevard from Fayetteville Road to Stalwart Road, (#4) Oakley Industrial Boulevard from just west of Bohannon Road to Creekwood Road, and (5) Gullatt Road for the bridge over I-85 to McLarin Road will be bid as add alternates. The overall contract time will be based on the Base Project time plus any/each Add Alternate construction time included in the award to a max of 225 calendar days.

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 2:00 PM, Thursday, February 11, 2021**, at which time the bids will be opened and read aloud. However, the bid opening will not be done in person, it will be done via teleconference. The call-in number is: +1 (605) 475-4022. The Access Code is: 507-837. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Bidding documents may be purchased at: Atlas Technical Consultants, LLC. 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096. Contact John Solomon at (770) 263-5945, or [john.solomon@oneatlas.com](mailto:john.solomon@oneatlas.com). Bid packages are \$30 per CD. Payment must be received prior to delivery. Questions of a technical nature should be submitted in writing to the Atlas Technical Consultants via electronic mail, attention John Solomon: [john.solomon@oneatlas.com](mailto:john.solomon@oneatlas.com).



**BID OPENING RESULTS****IFB 21-001 OAKLEY INDUSTRIAL BOULEVARD AND BOHANNON ROAD FULL DEPTH RECLAMATION (FDR)  
CITY OF FAIRBURN, GEORGIA**

BID OPENING: FEBRUARY 11, 2021 - 2:00 P.M.

	PLAN HOLDERS	BID BOND	ADDENDUM #1	BASE BID (Oakley Ind. Blvd.)	ADD ALT #1	ADD ALT #2	ADD ALT #3	ADD ALT #4	ADD ALT #5	GRAND TOTAL
1	C.W. Matthews Construction Co. Inc.	✓	✓	\$ 368,739.93	\$ 720,027.78	\$ 1,098,259.79	\$ 252,515.71	\$ 422,855.37	\$ 517,459.27	\$ 3,379,857.85
2	E.R. Snell Contractor, Inc.									
3	Blount Construction Company, Inc.	✓	✓	\$ 334,399.47	\$ 778,726.09	\$ 1,249,145.44	\$ 266,015.96	\$ 472,211.67	\$ 585,585.34	\$ 3,686,083.97
4	Shepco Paving, Inc.									
5	ConstructConnect									
6	Stewart Brothers									
7	BRTU									
8	Atlanta Paving & Construction, Inc.	✓	✓	\$ 382,882.25	\$ 777,200.10	\$ 1,189,807.20	\$ 309,056.60	\$ 487,194.12	\$ 558,352.50	\$ 3,704,492.77
9	Baldwin Paving Company, Inc.	✓	✓	\$ 402,929.40	\$ 838,784.32	\$ 1,287,082.13	\$ 290,471.12	\$ 501,941.97	\$ 621,744.12	\$ 3,942,953.06
10										
11										
12										

**Notes:**

1 Acknowledged addendum #1

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

  
LESTER THOMPSON  
MARCEIA LINDLEY

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER:	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavil Constr
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
001	150-1000	TRAFFIC CONTROL	LS	1	\$45,000.00	\$45,000.00	\$46,967.43	\$46,967.43	\$33,904.27	\$33,904.27	\$77,500.00
002	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$4.20	\$2,100.00	\$4.00
003	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	6900	\$12.00	\$82,800.00	\$11.85	\$81,765.00	\$7.00	\$48,300.00	\$11.85
004	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	315	\$180.00	\$56,700.00	\$165.00	\$51,975.00	\$175.42	\$55,257.30	\$165.00
005	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	575	\$125.00	\$71,875.00	\$106.47	\$61,220.25	\$90.46	\$52,014.50	\$85.27
006	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	765	\$125.00	\$95,625.00	\$92.85	\$71,030.25	\$82.68	\$63,250.20	\$84.50
007	413-0750	TACK COAT	GL	600	\$3.00	\$1,800.00	\$1.92	\$1,152.00	\$2.73	\$1,638.00	\$2.50
008	653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2	\$75.00	\$150.00	\$175.00	\$350.00	\$210.00	\$420.00	\$155.00
009	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	5	\$75.00	\$375.00	\$100.00	\$500.00	\$120.00	\$600.00	\$105.00
010	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	\$75.00	\$150.00	\$200.00	\$400.00	\$240.00	\$480.00	\$155.00
011	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2700	\$1.00	\$2,700.00	\$0.50	\$1,350.00	\$0.60	\$1,620.00	\$0.58
012	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2400	\$1.00	\$2,400.00	\$0.50	\$1,200.00	\$0.60	\$1,440.00	\$0.58



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavil Constr
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
013	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$6.00	\$144.00	\$7.00	\$168.00	\$8.40	\$201.60	\$13.00
014	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	450	\$0.65	\$292.50	\$0.50	\$225.00	\$0.60	\$270.00	\$0.45
015	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	400	\$6.00	\$2,400.00	\$5.00	\$2,000.00	\$6.00	\$2,400.00	\$8.00
016	654-1001	RAISED PVMT MARKERS, TP 1	EA	50	\$5.00	\$250.00	\$4.50	\$225.00	\$5.40	\$270.00	\$8.00
017	654-1003	RAISED PVMT MARKERS, TP 3	EA	24	\$5.00	\$120.00	\$4.50	\$108.00	\$5.40	\$129.60	\$8.00
018	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	620	\$7.50	\$4,650.00	\$8.00	\$4,960.00	\$9.60	\$5,952.00	\$12.00
019	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	620	\$7.50	\$4,650.00	\$8.00	\$4,960.00	\$9.60	\$5,952.00	\$12.00
020	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	6900	\$2.75	\$18,975.00	\$2.20	\$15,180.00	\$6.80	\$46,920.00	\$2.20
021	611-8050	ADJUST MANHOLE TO GRADE	EA	4	\$2,600.00	\$10,400.00	\$5,126.00	\$20,504.00	\$2,820.00	\$11,280.00	\$4,000.00
TOTAL						\$402,456.50		\$368,739.93		\$334,399.47	
							100.00%		91.62%		90.69%

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavu Constr
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid

PROJECT:		ADD ALTERNATE # 1: Oakley Industrial Boulevard (SR 74 to SR 92)									
100	150-1000	TRAFFIC CONTROL	LS	1	\$105,000.00	\$105,000.00	\$52,375.78	\$52,375.78	\$67,751.79	\$67,751.79	\$115,000.00
101	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$4.20	\$2,100.00	\$4.00
102	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	18600	\$12.00	\$223,200.00	\$7.99	\$148,614.00	\$6.78	\$126,108.00	\$7.99
103	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	840	\$180.00	\$151,200.00	\$165.00	\$138,600.00	\$175.42	\$147,352.80	\$165.00
104	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1540	\$125.00	\$192,500.00	\$91.25	\$140,525.00	\$89.01	\$137,075.40	\$84.99
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2050	\$125.00	\$256,250.00	\$81.36	\$166,788.00	\$82.99	\$170,129.50	\$83.91
106	413-0750	TACK COAT	GL	1500	\$3.00	\$4,500.00	\$1.92	\$2,880.00	\$2.73	\$4,095.00	\$2.50
107	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	7050	\$1.00	\$7,050.00	\$0.46	\$3,243.00	\$0.55	\$3,877.50	\$0.58
108	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	6750	\$1.00	\$6,750.00	\$0.46	\$3,105.00	\$0.55	\$3,712.50	\$0.58
109	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$6.00	\$144.00	\$7.00	\$168.00	\$8.40	\$201.60	\$13.00
110	654-1001	RAISED PVMT MARKERS, TP 1	EA	230	\$5.00	\$1,150.00	\$4.50	\$1,035.00	\$5.40	\$1,242.00	\$8.00



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

							C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavii Constru
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
111	654-1003	RAISED PVMT MARKERS, TP 3	EA	140	\$5.00	\$700.00	\$4.50	\$630.00	\$5.40	\$756.00	\$8.00
112	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	18600	\$2.75	\$51,150.00	\$2.10	\$39,060.00	\$5.54	\$103,044.00	\$2.10
113	611-8050	ADJUST MANHOLE TO GRADE	EA	4	\$2,600.00	\$10,400.00	\$5,126.00	\$20,504.00	\$2,820.00	\$11,280.00	\$4,000.00
TOTAL						\$1,010,994.00		\$720,027.78		\$778,726.09	
						100.00%		71.22%		77.03%	

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

							C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavil Constru
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
PROJECT:		ADD ALTERNATE # 2: Oakley Industrial Boulevard (SR 92 to Fayetteville Road)									
200	150-1000	TRAFFIC CONTROL	LS	1	\$185,000.00	\$155,000.00	\$77,704.39	\$77,704.39	\$89,563.19	\$89,563.19	\$150,000.00
201	171-0030	TEMPORARY SILT FENCE, TP C	LF	200	\$2.00	\$400.00	\$5.00	\$1,000.00	\$6.00	\$1,200.00	\$4.00
202	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	27900	\$12.00	\$334,800.00	\$7.73	\$215,667.00	\$6.92	\$193,068.00	\$7.73
203	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1250	\$180.00	\$225,000.00	\$165.00	\$206,250.00	\$175.42	\$219,275.00	\$165.00
204	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2310	\$125.00	\$288,750.00	\$87.04	\$201,062.40	\$89.55	\$206,860.50	\$82.97
205	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3075	\$125.00	\$384,375.00	\$78.22	\$240,526.50	\$83.53	\$256,854.75	\$81.34
206	413-0750	TACK COAT	GL	1900	\$3.00	\$5,700.00	\$1.92	\$3,648.00	\$2.73	\$5,187.00	\$2.50
207	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	31	\$75.00	\$2,325.00	\$90.00	\$2,790.00	\$108.00	\$3,348.00	\$110.00
208	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	8	\$75.00	\$600.00	\$175.00	\$1,400.00	\$210.00	\$1,680.00	\$160.00
209	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	10870	\$1.00	\$10,870.00	\$0.45	\$4,891.50	\$0.54	\$5,869.80	\$0.58
210	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	9300	\$1.00	\$9,300.00	\$0.45	\$4,185.00	\$0.54	\$5,022.00	\$0.58



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pav
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Constru
211	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100	\$6.00	\$600.00	\$7.00	\$700.00	\$8.40	\$840.00	\$13.00
212	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	1760	\$0.65	\$1,144.00	\$0.50	\$880.00	\$0.60	\$1,056.00	\$0.45
213	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	300	\$2.36	\$708.00	\$2.15	\$645.00	\$2.58	\$774.00	\$4.50
214	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	2695	\$6.00	\$16,170.00	\$4.75	\$12,801.25	\$5.70	\$15,361.50	\$8.00
215	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	585	\$6.00	\$3,510.00	\$4.75	\$2,778.75	\$5.70	\$3,334.50	\$8.00
216	654-1001	RAISED PVMT MARKERS, TP 1	EA	474	\$5.00	\$2,370.00	\$4.50	\$2,133.00	\$5.40	\$2,559.60	\$8.00
217	654-1003	RAISED PVMT MARKERS, TP 3	EA	199	\$5.00	\$995.00	\$4.50	\$895.50	\$5.40	\$1,074.60	\$8.00
218	657-5017	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 2, WHITE, TP PB	EA	3	\$750.00	\$2,250.00	\$2,200.00	\$6,600.00	\$2,640.00	\$7,920.00	\$800.00
219	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	1885	\$7.50	\$14,137.50	\$8.00	\$15,080.00	\$9.60	\$18,096.00	\$11.00
220	657-3085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	GLF	90	\$4.00	\$360.00	\$4.75	\$427.50	\$5.70	\$513.00	\$6.00
221	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	1180	\$7.50	\$8,850.00	\$8.00	\$9,440.00	\$9.60	\$11,328.00	\$11.00
222	657-5002	PREFORMED PLASTIC PAVEMENT MARKING, YELLOW, TP PB	SY	10	\$500.00	\$5,000.00	\$25.00	\$250.00	\$30.00	\$300.00	\$45.00

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavi
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
223	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	33000	\$2.75	\$90,750.00	\$2.00	\$66,000.00	\$5.66	\$186,780.00	\$2.00
224	611-8050	ADJUST MANHOLE TO GRADE	EA	4	\$2,600.00	\$10,400.00	\$5,126.00	\$20,504.00	\$2,820.00	\$11,280.00	\$4,000.00
						<b>TOTAL</b>		<b>\$1,574,364.50</b>		<b>\$1,098,259.79</b>	
						100.00%		69.76%		79.34%	



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavi Constr
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid

PROJECT:		ADD ALTERNATE # 3: Oakley Industrial Blvd (Fayetteville Road to Stalwart Road)									
300	150-1000	TRAFFIC CONTROL	LS	1	\$30,000.00	\$30,000.00	\$28,077.21	\$28,077.21	\$30,324.86	\$30,324.86	\$75,000.00
301	171-0030	TEMPORARY SILT FENCE, TP C	LF	200	\$2.00	\$400.00	\$5.00	\$1,000.00	\$6.00	\$1,200.00	\$5.00
302	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	5100	\$12.00	\$61,200.00	\$10.09	\$51,459.00	\$8.23	\$41,973.00	\$10.09
303	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	240	\$180.00	\$43,200.00	\$165.00	\$39,600.00	\$175.42	\$42,100.80	\$165.00
304	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	420	\$125.00	\$52,500.00	\$108.60	\$45,612.00	\$99.34	\$41,722.80	\$97.00
305	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	565	\$125.00	\$70,625.00	\$94.35	\$53,307.75	\$87.72	\$49,561.80	\$95.14
306	413-0750	TACK COAT	GL	500	\$3.00	\$1,500.00	\$1.92	\$960.00	\$2.73	\$1,365.00	\$2.50
307	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	5	\$75.00	\$375.00	\$100.00	\$500.00	\$120.00	\$600.00	\$110.00
308	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1850	\$1.00	\$1,850.00	\$0.50	\$925.00	\$0.60	\$1,110.00	\$0.58
309	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	675	\$1.00	\$675.00	\$0.50	\$337.50	\$0.60	\$405.00	\$0.58
310	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$6.00	\$144.00	\$7.00	\$168.00	\$8.40	\$201.60	\$13.00

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER:	IFB 21-001	

							C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavi Constru
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
311	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	300	\$0.65	\$195.00	\$0.50	\$150.00	\$0.60	\$180.00	\$0.45
312	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN. WHITE	LF	200	\$2.36	\$472.00	\$2.15	\$430.00	\$2.58	\$516.00	\$4.50
313	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	3370	\$6.00	\$20,220.00	\$4.75	\$16,007.50	\$5.70	\$19,209.00	\$8.00
314	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	445	\$6.00	\$2,670.00	\$4.75	\$2,113.75	\$5.70	\$2,536.50	\$8.00
315	654-1001	RAISED PVMT MARKERS, TP 1	EA	92	\$5.00	\$460.00	\$4.50	\$414.00	\$5.40	\$496.80	\$8.00
316	654-1003	RAISED PVMT MARKERS, TP 3	EA	52	\$5.00	\$260.00	\$4.50	\$234.00	\$5.40	\$280.80	\$8.00
317	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	5100	\$2.75	\$14,025.00	\$2.20	\$11,220.00	\$6.32	\$32,232.00	\$2.20
						<b>TOTAL</b>	<b>\$300,771.00</b>		<b>\$252,515.71</b>	<b>\$266,015.96</b>	
							100.00%	83.96%	88.44%		



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

							C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavi Constru
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
PROJECT:		ADD ALTERNATE # 4: Oakley Industrial Blvd (West of Bohannon Rd to Creekwood Rd									
400	150-1000	TRAFFIC CONTROL	LS	1	\$69,500.00	\$69,500.00	\$41,501.51	\$41,501.51	\$45,583.27	\$45,583.27	\$85,000.00
401	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$4.20	\$2,100.00	\$5.00
402	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	10900	\$12.00	\$130,800.00	\$7.92	\$86,328.00	\$6.94	\$75,646.00	\$7.92
403	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	490	\$180.00	\$88,200.00	\$165.00	\$80,850.00	\$175.42	\$85,955.80	\$165.00
404	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	900	\$125.00	\$112,500.00	\$87.36	\$78,624.00	\$88.17	\$79,353.00	\$89.75
405	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1199	\$125.00	\$149,875.00	\$78.44	\$94,049.56	\$82.95	\$99,457.05	\$88.73
406	413-0750	TACK COAT	GL	675	\$3.00	\$2,025.00	\$1.92	\$1,296.00	\$2.73	\$1,842.75	\$2.50
407	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2	\$75.00	\$150.00	\$100.00	\$200.00	\$120.00	\$240.00	\$110.00
408	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	6410	\$1.00	\$6,410.00	\$0.47	\$3,012.70	\$0.56	\$3,589.60	\$0.58
409	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2030	\$1.00	\$2,030.00	\$0.47	\$954.10	\$0.56	\$1,136.80	\$0.58
410	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	2727	\$0.65	\$1,772.55	\$0.50	\$1,363.50	\$0.60	\$1,636.20	\$0.45

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavii Constr
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
411	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	1524	\$6.00	\$9,144.00	\$5.00	\$7,620.00	\$6.00	\$9,144.00	\$8.00
412	654-1001	RAISED PVMT MARKERS, TP 1	EA	144	\$5.00	\$720.00	\$4.00	\$576.00	\$4.80	\$691.20	\$8.00
413	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	10900	\$2.75	\$29,975.00	\$2.20	\$23,980.00	\$6.04	\$65,836.00	\$2.20
					<b>TOTAL</b>	<b>\$604,101.55</b>		<b>\$422,855.37</b>		<b>\$472,211.67</b>	
							100.00%	70.00%	111.67%		

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

							C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pavii Constru
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid
PROJECT: ADD ALTERNATE # 5: GULLATT ROAD											
500	150-1000	TRAFFIC CONTROL	LS	1	\$90,000.00	\$90,000.00	\$50,685.77	\$50,685.77	\$49,465.59	\$49,465.59	\$65,000.00
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$4.20	\$2,100.00	\$5.00
502	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	13600	\$12.00	\$163,200.00	\$7.92	\$107,712.00	\$6.97	\$94,792.00	\$7.92
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	625	\$180.00	\$112,500.00	\$165.00	\$103,125.00	\$175.42	\$109,637.50	\$165.00
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1150	\$125.00	\$143,750.00	\$82.85	\$95,277.50	\$90.82	\$104,443.00	\$87.00
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1500	\$125.00	\$187,500.00	\$75.05	\$112,575.00	\$82.57	\$123,855.00	\$85.88
506	413-0750	TACK COAT	GL	825	\$3.00	\$2,475.00	\$1.92	\$1,584.00	\$2.73	\$2,252.25	\$2.50
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	4	\$75.00	\$300.00	\$100.00	\$400.00	\$120.00	\$480.00	\$110.00
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	\$75.00	\$150.00	\$225.00	\$450.00	\$270.00	\$540.00	\$160.00
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11700	\$1.00	\$11,700.00	\$0.45	\$5,265.00	\$0.54	\$6,318.00	\$0.58
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10400	\$1.00	\$10,400.00	\$0.45	\$4,680.00	\$0.54	\$5,616.00	\$0.58



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER:	IFB 21-001	

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	C.W. Matthews Contracting Company, Inc.		Blount Construction Company, Inc.		Atlanta Pav
							Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Constru
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36	\$6.00	\$216.00	\$7.00	\$252.00	\$8.40	\$302.40	\$13.00
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	\$0.65	\$65.00	\$0.55	\$55.00	\$0.66	\$66.00	\$0.45
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	500	\$6.00	\$3,000.00	\$4.75	\$2,375.00	\$5.70	\$2,850.00	\$8.00
514	654-1001	RAISED PVTM MARKERS, TP 1	EA	130	\$5.00	\$650.00	\$4.50	\$585.00	\$5.40	\$702.00	\$8.00
515	654-1003	RAISED PVTM MARKERS, TP 3	EA	4	\$5.00	\$20.00	\$4.50	\$18.00	\$5.40	\$21.60	\$8.00
516	432-5010	MILL ASPH CONC PVTM, VARIALBE DEPTH	SY	13600	\$2.75	\$37,400.00	\$2.20	\$29,920.00	\$6.04	\$82,144.00	\$2.20
					TOTAL	\$764,326.00		\$517,459.27		\$585,585.34	
						100.00%		67.70%		113.17%	

			BASE BID	\$402,456.50		\$368,739.93		\$334,399.47	
			ADD ALTERNATE # 1	\$1,010,994.00		\$720,027.78		\$778,726.09	
			ADD ALTERNATE # 2	\$1,574,364.50		\$1,098,259.79		\$1,249,145.44	
			ADD ALTERNATE # 3	\$300,771.00		\$252,515.71		\$266,015.96	
			ADD ALTERNATE # 4	\$604,101.55		\$422,855.37		\$472,211.67	
			ADD ALTERNATE # 5	\$764,326.00		\$517,459.27		\$585,585.34	
			TOTAL	\$4,657,013.55		\$3,379,857.85		\$3,686,083.97	

100.00%

72.58%

109.06%

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
001	150-1000	TRAFFIC CONTROL	LS	\$77,500.00	\$38,494.46	\$38,494.46
002	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$2,000.00	\$4.89	\$2,445.00
003	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$81,765.00	\$14.17	\$97,773.00
004	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$51,975.00	\$197.36	\$62,168.40
005	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$49,030.25	\$110.52	\$63,549.00
006	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$64,642.50	\$105.61	\$80,791.65
007	413-0750	TACK COAT	GL	\$1,500.00	\$3.53	\$2,118.00
008	653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	\$310.00	\$209.32	\$418.64
009	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	\$525.00	\$119.61	\$598.05
010	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	\$310.00	\$239.22	\$478.44
011	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$1,566.00	\$0.60	\$1,620.00
012	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$1,392.00	\$0.60	\$1,440.00

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER:	IFB 21-001	

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
013	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$312.00	\$8.37	\$200.88
014	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	\$202.50	\$0.60	\$270.00
015	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	\$3,200.00	\$5.98	\$2,392.00
016	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$400.00	\$5.38	\$269.00
017	654-1003	RAISED PVMT MARKERS, TP 3	EA	\$192.00	\$5.38	\$129.12
018	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	\$7,440.00	\$9.57	\$5,933.40
019	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	\$7,440.00	\$9.57	\$5,933.40
020	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	\$15,180.00	\$2.63	\$18,147.00
021	611-8050	ADJUST MANHOLE TO GRADE	EA	\$16,000.00	\$4,439.99	\$17,759.96
				\$382,882.25		\$402,929.40
				114.50%		105.24%



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price

PROJECT:		ADD ALTERNATE # 1: Oakley Industrial Boulevard (SR 74 to SR 92)				
100	150-1000	TRAFFIC CONTROL	LS	\$115,000.00	\$48,707.48	\$48,707.48
101	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$2,000.00	\$4.89	\$2,445.00
102	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$148,614.00	\$9.56	\$177,816.00
103	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$138,600.00	\$197.36	\$165,782.40
104	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$130,884.60	\$104.75	\$161,315.00
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$172,015.50	\$99.12	\$203,196.00
106	413-0750	TACK COAT	GL	\$3,750.00	\$3.53	\$5,295.00
107	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$4,089.00	\$0.55	\$3,877.50
108	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$3,915.00	\$0.55	\$3,712.50
109	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$312.00	\$8.37	\$200.88
110	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$1,840.00	\$5.38	\$1,237.40

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER:	IFB 21-001

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
111	654-1003	RAISED PVMT MARKERS, TP 3	EA	\$1,120.00	\$5.38	\$753.20
112	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	\$39,060.00	\$2.51	\$46,686.00
113	611-8050	ADJUST MANHOLE TO GRADE	EA	\$16,000.00	\$4,439.99	\$17,759.96
				\$777,200.10		\$838,784.32
				76.87%		82.97%

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

				ng & Concrete ction, Inc.	Baldwin Paving Company, Inc.	
Item #	GDOT #	Description	Units	Total Bid Price	Unit Price Bid	Total Bid Price

PROJECT:		ADD ALTERNATE # 2: Oakley Industrial Boulevard (SR 92 to Fayetteville Road)				
200	150-1000	TRAFFIC CONTROL	LS	\$150,000.00	\$45,907.64	\$45,907.64
201	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$800.00	\$4.89	\$978.00
202	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$215,667.00	\$9.25	\$258,075.00
203	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$206,250.00	\$197.36	\$246,700.00
204	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$191,660.70	\$106.15	\$245,206.50
205	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$250,120.50	\$100.17	\$308,022.75
206	413-0750	TACK COAT	GL	\$4,750.00	\$3.53	\$6,707.00
207	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	\$3,410.00	\$107.65	\$3,337.15
208	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	\$1,280.00	\$209.32	\$1,674.56
209	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$6,304.60	\$0.54	\$5,869.80
210	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$5,394.00	\$0.54	\$5,022.00



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
211	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$1,300.00	\$8.37	\$837.00
212	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	\$792.00	\$0.60	\$1,056.00
213	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	\$1,350.00	\$2.57	\$771.00
214	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	\$21,560.00	\$5.68	\$15,307.60
215	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	\$4,680.00	\$5.68	\$3,322.80
216	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$3,792.00	\$5.38	\$2,550.12
217	654-1003	RAISED PVMT MARKERS, TP 3	EA	\$1,592.00	\$5.38	\$1,070.62
218	657-5017	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 2, WHITE, TP PB	EA	\$2,400.00	\$2,631.46	\$7,894.38
219	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	\$20,735.00	\$9.57	\$18,039.45
220	657-3085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	GLF	\$540.00	\$5.68	\$511.20
221	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	\$12,980.00	\$9.57	\$11,292.60
222	657-5002	PREFORMED PLASTIC PAVEMENT MARKING, YELLOW, TP PB	SY	\$450.00	\$29.90	\$299.00

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
223	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	\$66,000.00	\$2.39	\$78,870.00
224	611-8050	ADJUST MANHOLE TO GRADE	EA	\$16,000.00	\$4,439.99	\$17,759.96
				\$1,189,807.80		\$1,287,082.13
				75.57%		81.75%

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price

PROJECT:		ADD ALTERNATE # 3: Oakley Industrial Blvd (Fayetteville Road to Stalwart Road)				
300	150-1000	TRAFFIC CONTROL	LS	\$75,000.00	\$33,076.67	\$33,076.67
301	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$1,000.00	\$4.89	\$978.00
302	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$51,459.00	\$12.07	\$61,557.00
303	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$39,600.00	\$197.36	\$47,366.40
304	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$40,740.00	\$112.11	\$47,086.20
305	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$53,754.10	\$105.80	\$59,777.00
306	413-0750	TACK COAT	GL	\$1,250.00	\$3.53	\$1,765.00
307	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	\$550.00	\$119.61	\$598.05
308	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$1,073.00	\$0.60	\$1,110.00
309	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$391.50	\$0.60	\$405.00
310	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$312.00	\$8.37	\$200.88



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
311	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	\$135.00	\$0.60	\$180.00
312	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	\$900.00	\$2.57	\$514.00
313	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	\$26,960.00	\$5.68	\$19,141.60
314	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	\$3,560.00	\$5.68	\$2,527.60
315	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$736.00	\$5.38	\$494.96
316	654-1003	RAISED PVMT MARKERS, TP 3	EA	\$416.00	\$5.38	\$279.76
317	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	\$11,220.00	\$2.63	\$13,413.00
				\$309,056.60		\$290,471.12
				122.39%		109.19%

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price

PROJECT:		ADD ALTERNATE # 4: Oakley Industrial Blvd (West of Bohannon Rd to Creekwood Rd				
400	150-1000	TRAFFIC CONTROL	LS	\$85,000.00	\$29,457.79	\$29,457.79
401	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$2,500.00	\$4.89	\$2,445.00
402	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$86,328.00	\$9.47	\$103,223.00
403	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$80,850.00	\$197.36	\$96,706.40
404	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$80,775.00	\$110.67	\$99,603.00
405	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$106,387.27	\$102.63	\$123,053.37
406	413-0750	TACK COAT	GL	\$1,687.50	\$3.53	\$2,382.75
407	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	\$220.00	\$119.61	\$239.22
408	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$3,717.80	\$0.56	\$3,589.60
409	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$1,177.40	\$0.56	\$1,136.80
410	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	\$1,227.15	\$0.60	\$1,636.20

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

				ng & Concrete ction, Inc.	Baldwin Paving Company, Inc.	
Item #	GDOT #	Description	Units	Total Bid Price	Unit Price Bid	Total Bid Price
411	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	\$12,192.00	\$5.98	\$9,113.52
412	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$1,152.00	\$4.78	\$688.32
413	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	\$23,980.00	\$2.63	\$28,667.00
				\$487,194.12		\$501,941.97
				103.17%		103.03%



CITY OF FAIRBURN, FULTON COUNTY, GEORGIA		
PROJECT #:		
PROJECT:	Oakley Industrial Blvd	
BID NUMBER	IFB 21-001	

				ng & Concrete ction, Inc.	Baldwin Paving Company, Inc.	
Item #	GDOT #	Description	Units	Total Bid Price	Unit Price Bid	Total Bid Price
PROJECT:		ADD ALTERNATE # 5: GULLATT ROAD				
500	150-1000	TRAFFIC CONTROL	LS	\$65,000.00	\$37,866.45	\$37,866.45
501	171-0030	TEMPORARY SILT FENCE, TP C	LF	\$2,500.00	\$4.89	\$2,445.00
502	301-0320	ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	\$107,712.00	\$9.47	\$128,792.00
503	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	\$103,125.00	\$197.36	\$123,350.00
504	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$100,050.00	\$107.71	\$123,866.50
505	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$128,820.00	\$99.91	\$149,865.00
506	413-0750	TACK COAT	GL	\$2,062.50	\$3.53	\$2,912.25
507	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	\$440.00	\$119.61	\$478.44
508	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	\$320.00	\$269.12	\$538.24
509	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$6,786.00	\$0.54	\$6,318.00
510	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	\$6,032.00	\$0.54	\$5,616.00

CITY OF FAIRBURN, FULTON COUNTY, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

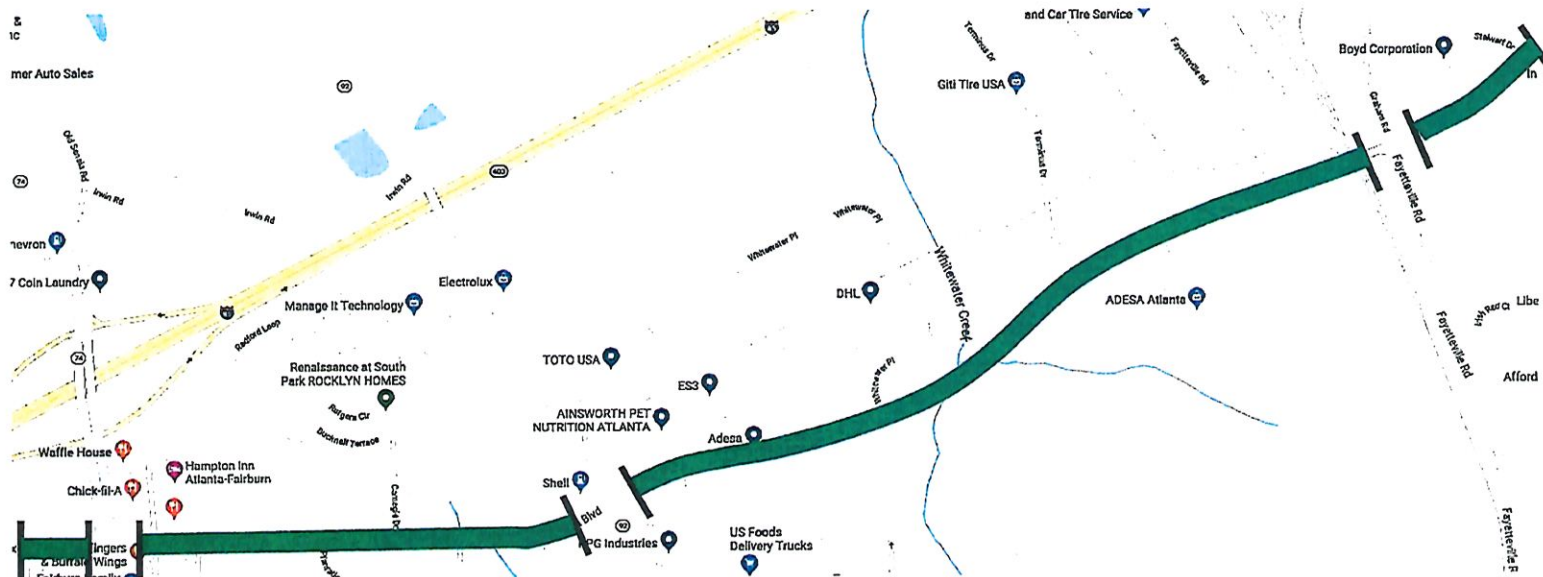
Item #	GDOT #	Description	Units	ng & Concrete	Baldwin Paving Company, Inc.	
				ction, Inc.	Unit Price Bid	Total Bid Price
511	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$468.00	\$8.37	\$301.32
512	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	\$45.00	\$0.66	\$66.00
513	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	\$4,000.00	\$5.68	\$2,840.00
514	654-1001	RAISED PVMT MARKERS, TP 1	EA	\$1,040.00	\$5.38	\$699.40
515	654-1003	RAISED PVMT MARKERS, TP 3	EA	\$32.00	\$5.38	\$21.52
516	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	\$29,920.00	\$2.63	\$35,768.00
				\$558,352.50		\$621,744.12
				95.35%		111.35%

				\$382,882.25		\$402,929.40
				\$777,200.10		\$838,784.32
				\$1,189,807.80		\$1,287,082.13
				\$309,056.60		\$290,471.12
				\$487,194.12		\$501,941.97
				\$558,352.50		\$621,744.12
				\$3,704,493.37		\$3,942,953.06

100.50%

106.44%

**CITY OF FAIRBURN**  
**OAKLEY INDUSTRIAL BLVD**  
**(FULL DEPTH RECLAMATION)**



BASE

ADD'L #1

ADD'L #2

ADD'L #3





**BASE BID SECTION:**

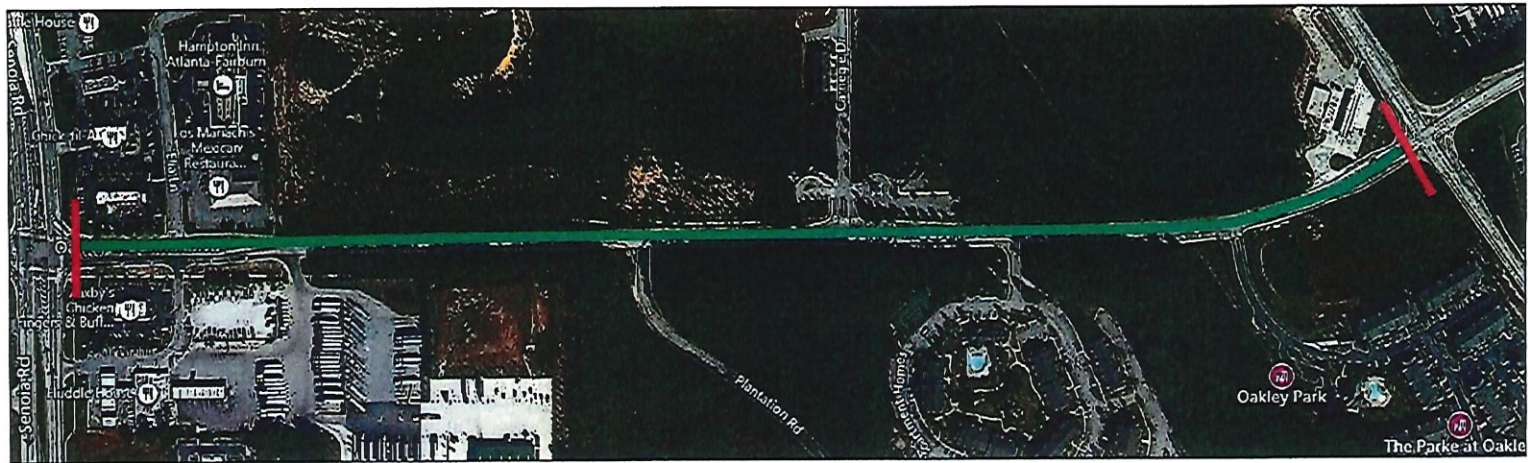
**OAKLEY INDUSTRIAL BLVD**

*(APPROX. 1,300 FT. WEST OF SENOIA RD TO  
BEGINNING OF RADIUS @ SENOIA INTERSECTION)*



**BASE BID SECTION**  
**BOHANNON ROAD (OVER I-85)**  
***(BRIDGE TO BE RESTRIPE)***





**ALTERNATE # 1:**

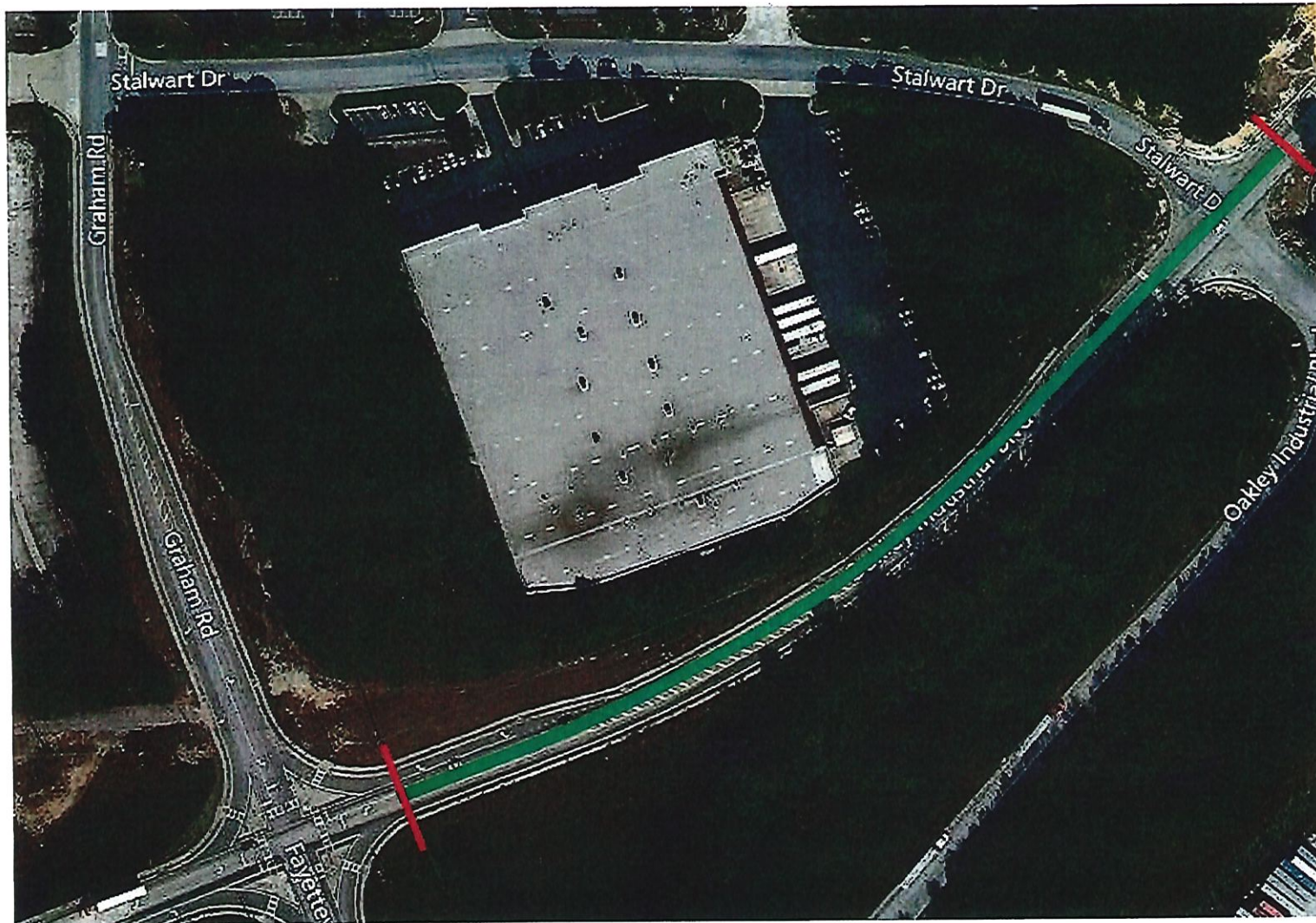
**OAKLEY INDUSTRIAL BOULEVARD (SR 74/SENOIA RD TO SR 92/SPENCE RD)**





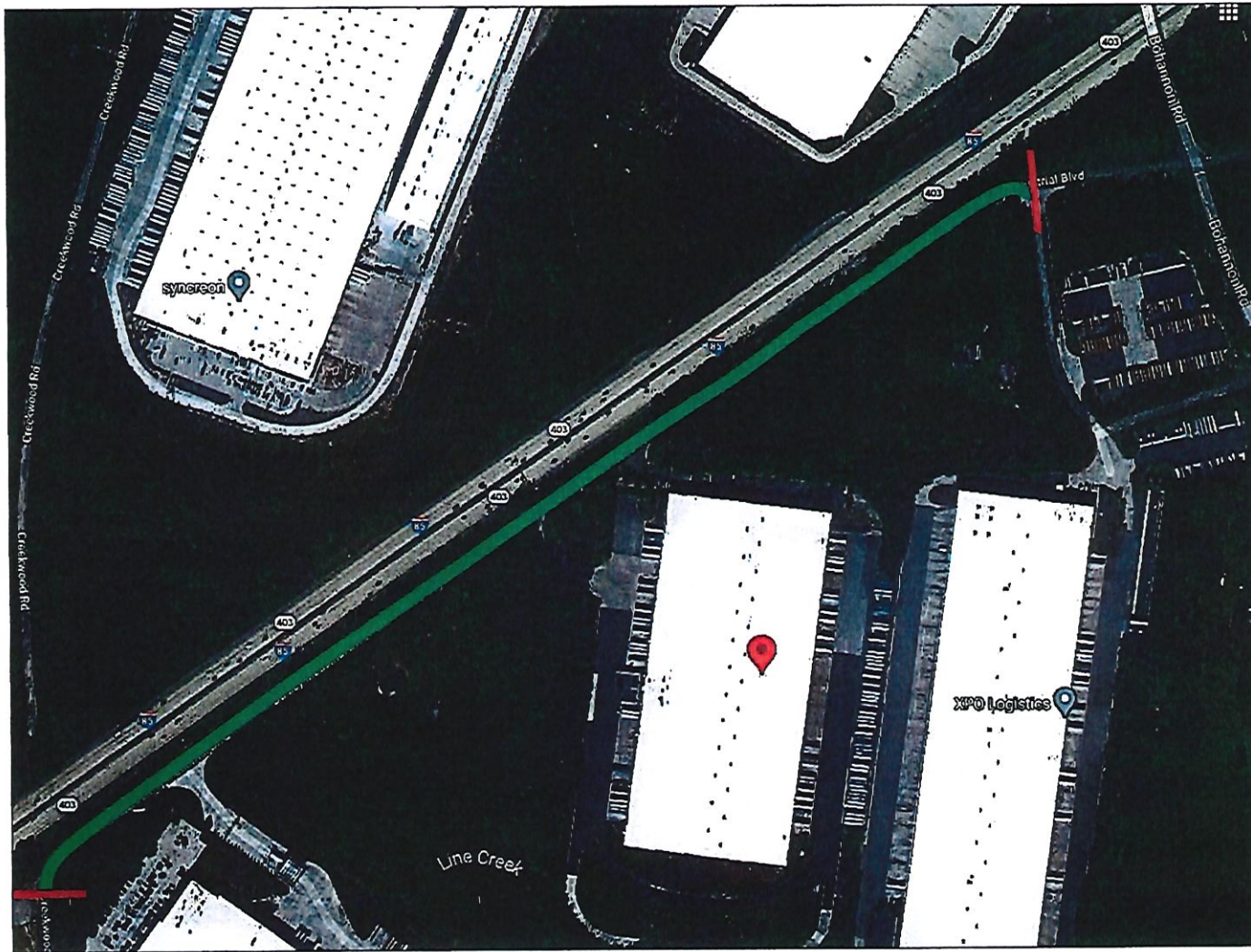
**ALTERNATE # 2:**

**OAKLEY INDUSTRIAL BOULEVARD (SR 92 TO FAYETTEVILLE ROAD)**



**ALTERNATE # 3:**  
**OAKLEY INDUSTRIAL BOULEVARD (FAYETTEVILLE ROAD TO STALWART DRIVE)**

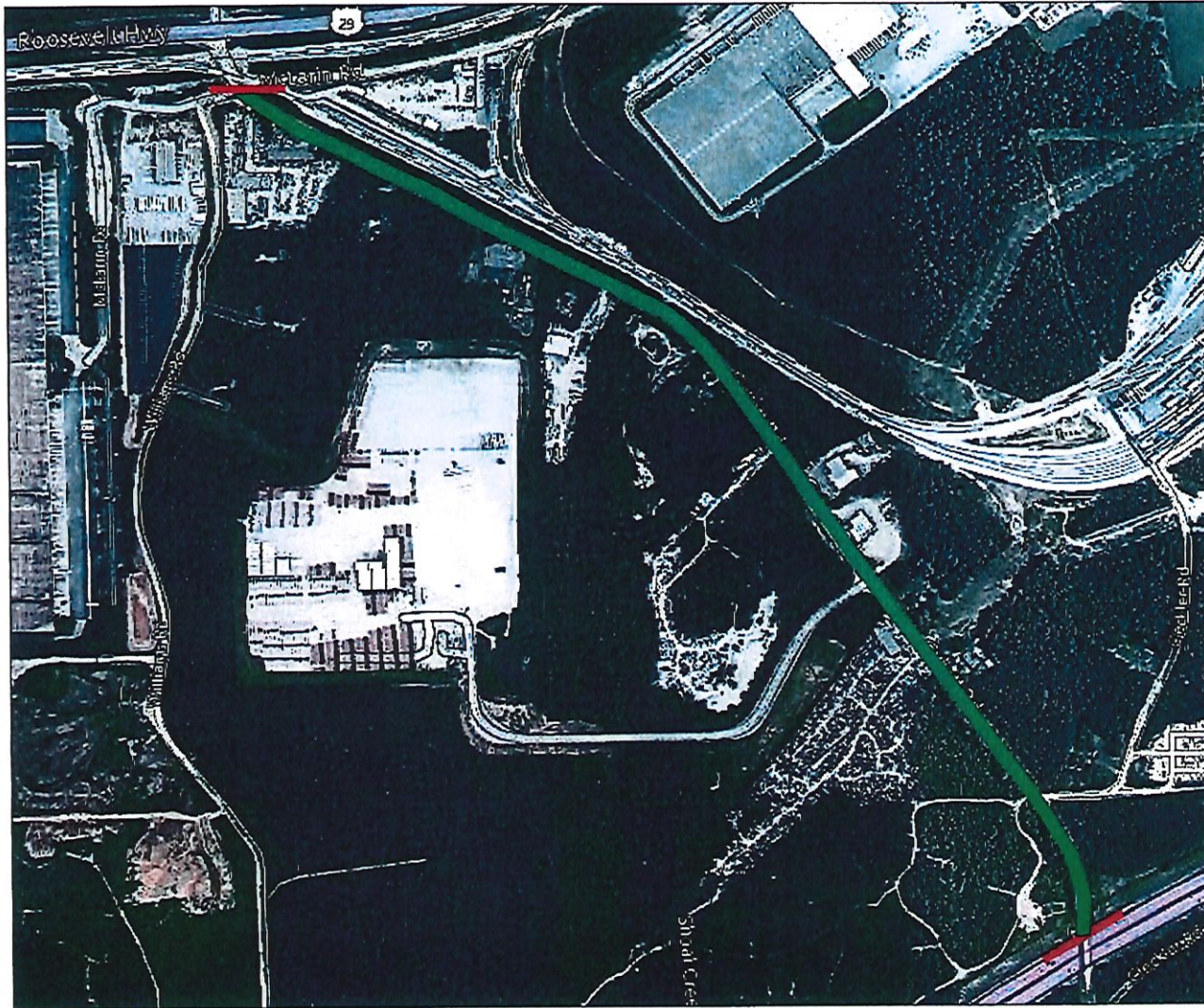




**ALTERNATE # 4:**  
**OAKLEY INDUSTRIAL BOULEVARD (WEST OF BOHANNON ROAD TO CREEKWOOD ROAD)**



**ALTERNATE # 5:**



**GULLATT ROAD (FROM MCLARIN ROAD TO I-85 BRIDGE APPROACH)**

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

360-T-SPILOST 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>							
Taxes	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
Investment Income	895,025.00	644.86	0.00	5,093.38	0.00	889,931.62	0.57
Miscellaneous Revenue	3,165,788.00	683,606.55	0.00	1,206,195.52	0.00	1,959,592.48	38.10
Other Financing Sources	<u>1,692,393.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,692,393.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>7,752,461.00</u>	<u>874,860.35</u>	<u>0.00</u>	<u>2,530,653.49</u>	<u>0.00</u>	<u>5,221,807.51</u>	<u>32.64</u>
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	<u>7,752,461.00</u>	<u>265,113.44</u>	<u>0.00</u>	<u>1,597,516.49</u>	<u>55,500.53</u>	<u>6,099,443.98</u>	<u>21.32</u>
TOTAL EXPENDITURES	<u>7,752,461.00</u>	<u>265,113.44</u>	<u>0.00</u>	<u>1,597,516.49</u>	<u>55,500.53</u>	<u>6,099,443.98</u>	<u>21.32</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>609,746.91</u>	<u>0.00</u>	<u>933,137.00</u>	<u>( 55,500.53)</u>	<u>( 877,636.47)</u>	<u>0.00</u>

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

## 360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Taxes</u>							
360-0000-31-3400 T-Splst Revenue	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
TOTAL Taxes	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
<u>Investment Income</u>							
360-0000-36-1000 Interest Income	0.00	644.86	0.00	5,093.38	0.00	( 5,093.38)	0.00
360-0000-36-9002 City of South Fulton	895,025.00	0.00	0.00	0.00	0.00	895,025.00	0.00
TOTAL Investment Income	895,025.00	644.86	0.00	5,093.38	0.00	889,931.62	0.57
<u>Miscellaneous Revenue</u>							
360-0000-38-9000 Misc Revenue	0.00	683,606.55	0.00	683,606.55	0.00	( 683,606.55)	0.00
360-0000-38-9001 South Fulton CID	3,165,788.00	0.00	0.00	522,588.97	0.00	2,643,199.03	16.51
TOTAL Miscellaneous Revenue	3,165,788.00	683,606.55	0.00	1,206,195.52	0.00	1,959,592.48	38.10
<u>Other Financing Sources</u>							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	1,692,393.00	0.00	0.00	0.00	0.00	1,692,393.00	0.00
TOTAL Other Financing Sources	1,692,393.00	0.00	0.00	0.00	0.00	1,692,393.00	0.00
*** TOTAL REVENUES ***	7,752,461.00	874,860.35	0.00	2,530,653.49	0.00	5,221,807.51	32.64



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

360-T-SPLOST Fund  
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR FO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	302,194.00	15,308.72	0.00	58,217.82	13,006.06	230,970.12	23.57
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	302,194.00	15,308.72	0.00	58,217.82	13,006.06	230,970.12	23.57
<u>Capital Outlay</u>							
360-0000-54-1400 Infrastruct-Ped & Str	318,894.00	0.00	0.00	35,650.58	0.00	283,243.42	11.18
360-0000-54-1410 Infrastruct-Roadway	7,131,373.00	249,804.72	0.00	1,503,648.09	42,494.47	5,585,230.44	21.68
TOTAL Capital Outlay	7,450,267.00	249,804.72	0.00	1,539,298.67	42,494.47	5,868,473.86	21.23
TOTAL Non-Departmental	7,752,461.00	265,113.44	0.00	1,597,516.49	55,500.53	6,099,443.98	21.32
TOTAL EXPENDITURES	7,752,461.00	265,113.44	0.00	1,597,516.49	55,500.53	6,099,443.98	21.32

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #6 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

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

**Submitted: 04/20/2021      Work Session: N/A      Council Meeting: 04/26/2021**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact of this task order will be \$96,500. The proposed expenditures will come out of the T-SPLOST Program Mgt Account (360-0000-52-1110).

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

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**PURPOSE:** For Mayor and Council to approve Task Order #6 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Oakley Industrial Full-Depth Reclamation Project (21-001).

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Moreland Altobelli Associates, LLC on July 22<sup>nd</sup>, 2019 for On-Call Construction Management Services. The firm subsequently changed its name to Atlas Technical Consultants, LLC on January 1<sup>st</sup>, 2020.

**FACTS AND ISSUES:** The agreement with Moreland Altobelli (Atlas) was approved with the understanding that task orders associated with Construction Management Services would be issued on an as need basis. As such, Task Order #6 for said services has been submitted for review and approval.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve Task Order #6 with Atlas Technical Consultants for Construction Engineering and Inspection Services Howell Avenue Extension Roadway Project (21-001) and authorize the Mayor to sign the Task Order for an amount not to exceed \$96,500.

  
Elizabeth Carr-Hurst, Mayor



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

Date: April 15, 2021  
From: Chris Parypinski  
Copy to: Buddy Gratton

---

Project: Oakley Industrial Boulevard Full Depth Reclamation,  
Project Number 21-001  
TO No.: 6

---

*Scope of Work: Provide Construction Engineering and Inspections Services to monitor the construction activities for the full depth reclamation of Oakley Industrial Boulevard.*

## **BACKGROUND INFORMATION**

Atlas Technical Consultants has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 22, 2019. This task order has been prepared to assist the City of Fairburn with Construction Management Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

### **Task 1 – Construction, Engineering and Inspection Services**

- Provide inspection services for the full depth reclamation of Oakley Industrial Boulevard in accordance with the contract documents with C.W. Matthews for Project Number 21-001
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of \$96,500.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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



---

**Authorization:**

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

Authorized by: \_\_\_\_\_

Title: Mayor

Print Name: Elizabeth Carr-Hurst

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

June 10, 2020



21-001, Oakley Industrial Boulevard Full Depth Reclamation  
CEI Services  
City of Fairburn

PERSONNEL COSTS:	EST HRS	RATE/HR	COST(\$)
CONSTRUCTION ENGINEERING AND INSPECTION			
CONSTRUCTION SERVICES MGR	200	\$125.00	\$25,000
SENIOR INSPECTOR	920	\$75.00	\$69,000
SUBTOTAL			\$94,000
DIRECT COSTS			
REPRODUCTION/PLOTTING			\$0
TRAVEL AND MISC. DIRECT COSTS			\$2,500
TOTAL DIRECT COSTS			\$2,500
TOTAL COST			\$96,500

Assumptions:



# City of Fairburn

July 26, 2019

Mr. Buddy Gratton, PE  
President  
Moreland Altobelli Associates, LLC  
2450 Commerce Avenue, Suite 100  
Duluth, Georgia 30096

Re: Notice of Award - **RFP# 19-003 – On-Call Construction Management Services**

The City has considered the proposal submitted by your firm for the above described work in response to its Request for Proposal (RFP) dated June 14, 2019.

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

Attached is a copy of a proposed agreement for consideration. It is imperative that this agreement be finalized for approval within the next two weeks. So, please expedite any legal review and approvals necessary.

You are required to return acknowledged copies of this Notice of Award to the Owner within five (5) days of receipt of these documents.


Sincerely,

  
Lester Thompson, Deputy Director Community Development/Public Works

## ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Moreland Altobelli Associates, LLC

  
Buddy Gratton, PE  
President

  
Date

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



## AGREEMENT FOR PROFESSIONAL SERVICES

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

### Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

[Signature page follows]

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

**CONTRACTOR:**

Address:

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

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

Date signed by Contractor:

August 13, 2019

By: 

President

[CORPORATE SEAL]

**CITY:**

Address:

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

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

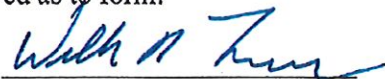
By: 

Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Approved as to form:



City Attorney: William Randy Turner

Attest: 

Interim City Clerk: Shana T. Moss

[SEAL]

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

360-T-SPIOST 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>							
Taxes	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
Investment Income	895,025.00	644.86	0.00	5,093.38	0.00	889,931.62	0.57
Miscellaneous Revenue	3,165,788.00	683,606.55	0.00	1,206,195.52	0.00	1,959,592.48	38.10
Other Financing Sources	1,692,393.00	0.00	0.00	0.00	0.00	1,692,393.00	0.00
<b>TOTAL REVENUES</b>	<b>7,752,461.00</b>	<b>874,860.35</b>	<b>0.00</b>	<b>2,530,653.49</b>	<b>0.00</b>	<b>5,221,807.51</b>	<b>32.64</b>
=====							
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	7,752,461.00	265,113.44	0.00	1,597,516.49	55,500.53	6,099,443.98	21.32
<b>TOTAL EXPENDITURES</b>	<b>7,752,461.00</b>	<b>265,113.44</b>	<b>0.00</b>	<b>1,597,516.49</b>	<b>55,500.53</b>	<b>6,099,443.98</b>	<b>21.32</b>
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	0.00	609,746.91	0.00	933,137.00	( 55,500.53)	( 877,636.47)	0.00
=====							



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

## 360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Taxes</u>							
360-0000-31-3400 T-Splst Revenue	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
TOTAL Taxes	1,999,255.00	190,608.94	0.00	1,319,364.59	0.00	679,890.41	65.99
<u>Investment Income</u>							
360-0000-36-1000 Interest Income	0.00	644.86	0.00	5,093.38	0.00	( 5,093.38)	0.00
360-0000-36-9002 City of South Fulton	895,025.00	0.00	0.00	0.00	0.00	895,025.00	0.00
TOTAL Investment Income	895,025.00	644.86	0.00	5,093.38	0.00	889,931.62	0.57
<u>Miscellaneous Revenue</u>							
360-0000-38-9000 Misc Revenue	0.00	683,606.55	0.00	683,606.55	0.00	( 683,606.55)	0.00
360-0000-38-9001 South Fulton CID	3,165,788.00	0.00	0.00	522,588.97	0.00	2,643,199.03	16.51
TOTAL Miscellaneous Revenue	3,165,788.00	683,606.55	0.00	1,206,195.52	0.00	1,959,592.48	38.10
<u>Other Financing Sources</u>							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	1,692,393.00	0.00	0.00	0.00	0.00	1,692,393.00	0.00
TOTAL Other Financing Sources	1,692,393.00	0.00	0.00	0.00	0.00	1,692,393.00	0.00
*** TOTAL REVENUES ***	7,752,461.00	874,860.35	0.00	2,530,653.49	0.00	5,221,807.51	32.64

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

360-T-SPLOST Fund  
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	302,194.00	15,308.72	0.00	58,217.82	13,006.06	230,970.12	23.57
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	302,194.00	15,308.72	0.00	58,217.82	13,006.06	230,970.12	23.57
<u>Capital Outlay</u>							
360-0000-54-1400 Infrastruct-Ped & Str	318,894.00	0.00	0.00	35,650.58	0.00	283,243.42	11.18
360-0000-54-1410 Infrastruct-Roadway	7,131,373.00	249,804.72	0.00	1,503,648.09	42,494.47	5,585,230.44	21.68
TOTAL Capital Outlay	7,450,267.00	249,804.72	0.00	1,539,298.67	42,494.47	5,868,473.86	21.23
TOTAL Non-Departmental	7,752,461.00	265,113.44	0.00	1,597,516.49	55,500.53	6,099,443.98	21.32
TOTAL EXPENDITURES	7,752,461.00	265,113.44	0.00	1,597,516.49	55,500.53	6,099,443.98	21.32

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



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

**SUBJECT: MEMORANDUM OF UNDERSTANDING TO PROVIDE EMT- ADVANCED AND PARAMEDIC TRAINING BETWEEN CITY OF FAIRBURN & ATLANTA TECHNICAL COLLEGE**

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

**Submitted: 04/21/2021**

**Work Session: N/A**

**Council Meeting: 04/26/2021**

**DEPARTMENT:** Fire

**BUDGET IMPACT:** None (Grant will cover all expenses)

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

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**PURPOSE:** To permit the Fairburn Fire Department to participate in the Department of Labor Registered Apprenticeship Program funded by the American Apprenticeship Initiative (AAI) and Apprenticeship State Expansion (ASE) Grants to provide EMT-Advanced and Paramedic Training to Fairburn's Fire Department.

**HISTORY:** The Fire Department personnel is required to receive their EMT Certification as part of their job duties.

**FACTS AND ISSUES:** As part of the training agreement between the City of Fairburn's Fire Department and Atlanta Technical College, this will allow instructional training through grant funding for the EMT-Advanced and Paramedic certifications. This agreement would also allow for instructional training between both parties to be provided at Fairburn's Annex Building.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the MOU between the City of Fairburn and Atlanta Technical College for the Fairburn's Fire Department.

  
Elizabeth Carr-Hurst, Mayor



## **MEMORANDUM OF UNDERSTANDING**

**Between  
Atlanta Technical College  
And  
Fairburn Fire Department**

WHEREAS Atlanta Technical College wishes to enter into an agreement with Fairburn Fire Department to provide a comprehensive **Emergency Medical Technician (EMT)** training program for Fairburn Fire Department participants.

WHEREAS **Fairburn Fire Department** wishes to provide Emergency Medical Technician training classes for their participants.

THEREFORE, **Fairburn Fire Department** and **Atlanta Technical College** enter into the following agreement:

1. **Atlanta Technical College** agrees to the following:
  - a. Provide a certified instructor for the Emergency Medical Technician (EMT) training consisting of 192-hours of lectures, 60-hours lab and 36-hours of clinical/field internship.
  - b. Utilize the agreed upon curriculum for ensuring proper training techniques are provided for the EMT training.
  - c. Provide the training locations at Atlanta Technical College and Fairburn Fire Department approved training site(s).
  - d. Solicit funds from the American Apprenticeship Initiative (AAI) Grant to cover the program tuition during the grant period through August 31, 2021.
  - e. Solicit funds from the Apprenticeship State Expansion (ASE) Grant to cover apprentice materials such as supplies, kits, textbooks, etc. The ASE Grant covers up to \$1,300 per apprentice. For the ASE Grant, a letter on official letterhead to direct the \$1,300 per apprentice to Atlanta Technical College will be needed.
  - f. Serve as the grant administrator in partnership with the Technical College System of Georgia (TCSG) for the Department of Labor (DOL) Registered Apprenticeship Program.
  - g. Complete all paperwork and reporting requirements as indicated by the DOL Registered Apprenticeship Program
  - h. Provide a certificate of training completion for students who successfully complete the training program.
2. **Fairburn Fire Department** agrees to the following:
  - a. Participate in the Department of Labor Registered Apprenticeship Program funded by the American Apprenticeship Initiative (AAI) and Apprenticeship State Expansion (ASE) Grants to provide pathways for workers and talent pipelines for business.
  - b. Participate in the \$5,500 per student EMT training. Atlanta Technical College will start a class with a minimum of 10 students, from multiple partner organizations.

- c. Provide Atlanta Technical College with a letter on official letterhead to direct the \$1,300 per apprentice ASE Grant to the College. Atlanta Technical College will solicit the ASE Grant funds for the apprentice supplies, kits, textbooks, etc.
- d. The AAI and ASE Grants will also cover student uniform, stethoscope, BLS certification, National Registry testing and program software.
- e. Provide ATC with demographic and wage information for all participants of the Registered Apprenticeship Program as required by the AAI and ASE Grants.
- f. Provide Atlanta Technical College program staff and instructors with access and use of the Fairburn Annex Building located at 40 Washington Street, Fairburn Georgia, 30213.
  - i. The Fairburn Annex Building will be used for EMS classroom instruction, psychomotor scenario-based lab instruction, student engagement/enrichment and storage of EMS training equipment.
  - ii. EMS RTI (lecture/lab) will begin April 27, 2021, and end September 30, 2021. Student clinicals, remediation and tutoring will continue until November 30, 2021, based on student requirements. Classroom times will be scheduled between 8:00am and 10:00pm, Monday – Friday, and Saturday 8:00am-2:00pm. Any schedule changes will be communicated to Fairburn Fire Department Chief Robinson and Atlanta Technical College staff with a minimum of 48 hours prior notice. This provides all parties time to adjust schedules to accommodate student instruction.
  - iii. Fairburn Fire Department staff will ensure that the Fairburn Annex classroom has the appropriate accommodations for traditional EMT classroom instruction.
    - 1. Provide and share equipment required by the state of Georgia Office of EMS for instructional purposes during the EMT training. Exhibit A contains a list of requested equipment.
- g. Provide proof of immunizations, successful criminal background check, and negative drug screens for the participants prior to first thirty days of class. Participants without all will not be admitted into the class.
- h. Recruit and refer eligible participants for the scheduled training sessions.

This Memorandum of Understanding may be modified to terminate through the mutual agreement of said parties by either party providing thirty (30) day written notice to the other parties of the intent to modify or terminate.

Signed in agreement by:

Elizabeth Carr-Hurst, Mayor

Date

Cornelius Robinson  
Fire Chief, Fairburn Fire Department

Date

Yulonda Darden Beauford, Vice President, Economic Development  
Atlanta Technical College

Date

---

Melanie Sewell, Vice President, Administrative Services  
Atlanta Technical College

Date

---

Caroline Angelo, Executive Vice President, Academic & Student Affairs  
Atlanta Technical College

Date



## Exhibit A

As part of the training agreement between Atlanta Technical College and Fairburn Fire Department, the following items will be provided and shared for instructional purposes during the EMT training at the Fairburn Annex Building:

<b>Item Name</b>	<b>Use/Description</b>	<b>Item Location</b>
EMS stretcher w/ straps to include shoulder harness	Patient Mobile Stretcher	Fairburn Fire Station
Ambulance	Full-Size Ambulance used for instruction	Fairburn Fire Station
Escape hoods/PAPR's	Breathing Apparatus	Fairburn Fire Station, Ambulance
Portable radios (two-way)	Communications	Fairburn Fire Station
CPR manikins (infant, child, and adult sizes)	CPR Training	Fairburn Fire Station
Manikin	Medical and Trauma	Fairburn Fire Station
Jump kit (complete)	This should be stocked with equipment consistent with the level of the provider being taught	Fairburn Fire Station
EMT and AEMT Drug Box with crystalloid IV fluids (may be expired)	Various Drugs, used for training.	Fairburn Fire Station, Ambulance
Cardiac monitor (capable of defibrillation, cardioversion, P pacing) with electrodes and/or paddles, 12 lead acquisition devices	Cardiac Assessment Monitor	Fairburn Fire Station, Ambulance
Traction splint (adult and pediatric)	Leg immobilization	Fairburn Fire Station, Ambulance
Scoop stretcher and Long Backboard, head stabilization devices (various types), cervical collars - assorted sizes or adjustable (ped & adult)	Spinal Immobilization	Fairburn Fire Station, Ambulance
Stair chair	Patient Seated Movement	Fairburn Fire Station, Ambulance

Oxygen Bottle/Supplies	Resp Assistance	Fairburn Fire Station, Ambulance
EMS cot Pediatric Restraint System	Immobilization	Fairburn Fire Station, Ambulance
Suction Equipment/ unit	Suction	Fairburn Fire Station, Ambulance
KED short immobilization device (vest type)	Immobilization	Fairburn Fire Station, Ambulance
Pediatric immobilization device	Immobilization	Fairburn Fire Station, Ambulance
Traction splint (adult and pediatric)	Immobilization	Fairburn Fire Station, Ambulance



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO EXTEND THE COURT SERVICE/MUNICIPAL COURT CITY ORDINANCE UPDATE TO JULY 26, 2021**

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

**Submitted: 04/20/2021**

**Work Session: N/A**

**Council Meeting: 04/26/2021**

**DEPARTMENT:** Police

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ( ) Yes    (X) No

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**PURPOSE:** For Mayor and Council to extend the date to July 26, 2021 of revisiting language update in Court Services/Municipal Court City Ordinance.

**HISTORY:** On August 24, 2020, the Police Department had an agenda item regarding the language of the Court Services/Municipal Court City Ordinance. The item was tabled for 90 days and that time is set to expire on April 30, 2021. The Police Department is requesting an extension and is requesting to revisit the update at the July 26, 2021 City Council Meeting.

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** Staff recommends Approval of the extension for the update in Court Services/Municipal Court City Ordinance to January 25, 2021.

  
Elizabeth Carr-Hurst, Mayor