



## City of Fairburn Council Meeting- Zoom

June 28, 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:

**Mrs. Deannia Ray**  
City Clerk

III. Invocation:

Apostle Dr. LaReese Howell  
New Horizons In Faith Ministries

IV. Adoption of City Council Minutes:

**Councilmembers**

- June 14, 2021 - City Council Meeting Minutes (Zoom)
- June 14, 2021 – Executive Session City Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

**Councilmembers**

VI. Presentation:

**Ms. Tarika Peeks**

- For Mayor and Council to Discuss the LCI Downtown Master Plan – Speaker  
Michelle Alexander, The Collaborative Firm

VII. 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.

VIII. Agenda Items:

**1. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to Approve the TSPLOST Intergovernmental Agreement Between Fulton County, Georgia, and all Qualifying Municipalities

**2. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to Approve a Change Order Request for CW Matthews on the Oakley Industrial Boulevard Full-Depth Reclamation Project

**3. Finance Department**

**Mr. Rodrique Taylor**

For Mayor and Council to Approve the Staff Recommended Projects for the American Rescue Act Funding

IX. Council Comments

**Councilmembers**

X. Executive Session

**None**

XI. Adjournment

**Councilmembers**

When an Executive Session is required, one will be called for the following issues:

**(1) Personnel (2) Real Estate or (3) Litigation**



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2021 TSPLOST REFERENDUM**

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

**Submitted: 06/22/2021                      Work Session: N/A                      Council Meeting: 06/28/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** There is no immediate budget impact associated with this agenda item.

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

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**PURPOSE:** For Mayor and Council to approve the Intergovernmental Agreement (IGA) with Fulton County and all qualifying municipalities located outside the city limits of the City of Atlanta, for the use and distribution of the proceeds generated by the 2021 TSPLOST Referendum.

**HISTORY:** On November 8, 2016, Fulton County residents voted to approve a 0.75-cent sales tax for transportation purposes, Special Purpose Local Option Sales Tax for transportation purposes (TSPLOST). The funding was to be generated from within Fulton County, outside of the City of Atlanta. The sales tax started on April 1, 2017, and is scheduled to end on March 30, 2022, unless voters approve a five-year extension.

**FACTS AND ISSUES:** In order to prepare for a second TSPLOST Referendum, which is scheduled to be on the November 2021 ballot, Fulton County is asking all jurisdictions to approve the proposed "IGA" before the July 2<sup>nd</sup>, 2021, when the official meeting to discuss the project list and to execute the "Agreement" will be held. The proposed IGA is the means by which the distribution and use of future TSPLOST proceeds received will be controlled.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the Intergovernmental Agreement (IGA) with Fulton County and all qualifying municipalities for the use and distribution of the proceeds generated by the 2021 TSPLOST Referendum.

  
Elizabeth Carr-Hurst, Mayor



# POTENTIAL REFERENDUM TIMELINE

On May 24, 2016, Fulton County voters reauthorized the education sales tax, ESPLOST, to raise up to \$976 million for new school construction, building additions and renovations, technology innovations, transportation upgrades and safety improvements throughout the Fulton County School System. The tax began collections on July 1, 2017, and will expire on June 30, 2022, unless voters approve another five-year extension. While timing of a Fulton County ESPLOST renewal is unknown at this point, the TSPLOST would need to be on the November 2021 ballot.

## TIMELINE TABLE

POTENTIAL REFERENDUM DATE

**NOV 2021**

**JURISDICTIONS DEVELOP PROJECT LIST**

**FEBRUARY - MAY**

**JURISDICTIONS ADOPT PROJECT LIST**

*INCLUDING POSSIBLE TRANSIT*

**BY JUNE 15<sup>TH</sup>**

**OFFICIAL MEETING TO DISCUSS PROJECT LIST AND  
INTERGOVERNMENTAL AGREEMENT EXECUTED**

**BY JULY 2<sup>ND</sup>**

**RESOLUTION ADOPTED BY COUNTY BOC AND  
FORWARDED TO ELECTION SUPERINTENDENT**

**BY AUGUST 2<sup>ND</sup>**

**ELECTION DAY**

**NOVEMBER 2<sup>ND</sup>**



STATE OF GEORGIA  
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL  
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

**THIS INTERGOVERNMENTAL AGREEMENT** ("IGA" or "Agreement") is made and entered into this \_\_\_\_\_ day of July, 2021, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "**Cities**").

**WITNESSETH**

**WHEREAS**, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as "**Cities**") located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

**WHEREAS**, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("**TSPLOST**" or "**Tax**") to begin on April 1, 2022 and to conclude on March 31, 2027; and

**WHEREAS**, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2018 Legislative Session of the Georgia General Assembly; and

**WHEREAS**, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

**WHEREAS**, for the purpose of the distribution of proceeds for the April 1, 2022 through March 31, 2027 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

**WHEREAS**, the fourteen Cities located wholly or partially within Fulton County

and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

**WHEREAS**, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

**WHEREAS**, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

**WHEREAS**, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

**NOW, THEREFORE**, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2022 and continue to, through and including March 31, 2027.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2022 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2022 and ending March 31, 2027, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.



## 3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.02%
City of Chattahoochee Hills	0.55%
City of College Park	2.53%
City of East Point	5.82%
City of Fairburn	2.80%
City of Hapeville	1.09%
City of Johns Creek	14.11%
City of Milton	6.61%
City of Mountain Park	0.09%
City of Palmetto	0.81%
City of Roswell	15.81%
City of Sandy Springs	18.27%
City of South Fulton	16.55%
City of Union City	3.74%

<b>Total</b>	<b>100.00%</b>
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(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Five Hundred Forty-five Million Nine Hundred Fifty-Four Thousand Seven Hundred Twenty and 00/100 Dollars (\$545,954,720.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 2, 2021 Referendum shall continue for a period of five years from April 1, 2022 until March 31, 2027, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The



parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 2, 2021 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

## 12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

## 13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 2, 2021 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.



14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:  
Mayor Jim Gilvin  
City of Alpharetta  
2 Park Place  
Alpharetta, GA 30009
- b. If to the City of Chattahoochee Hills:  
Mayor Tom Reed  
City of Chattahoochee Hills  
6505 Rico Rd  
Chattahoochee Hills, GA 30268
- c. If to the City of College Park:  
Mayor Bianca Motley Broom  
City of College Park  
3667 Main St.  
College Park, GA 30337
- d. If to the City of East Point:  
Mayor Deana Holiday Ingraham  
City of East Point  
2777 East Point St.  
East Point, GA 30344
- e. If to the City of Fairburn:  
Mayor Elizabeth Carr-Hurst  
City of Fairburn  
56 Malone St.  
Fairburn, GA 30213
- f. If to the City of Hapeville:  
Mayor Alan Hallman  
City of Hapeville  
3468 N. Fulton Ave.  
Hapeville, GA 30354
- g. If to the City of Johns Creek:  
Mayor Mike Bodker  
City of Johns Creek  
12000 Findley Road, Suite 400  
Johns Creek, GA 30097



- h. If to the City of Milton:  
Mayor Joe Lockwood  
City of Milton  
13000 Deerfield Parkway, Suite 107  
Milton, GA 30004
- i. If to the City of Mountain Park:  
Mayor Jim Still  
City of Mountain Park  
118 Lakeshore Dr.  
Roswell, GA 30075
- j. If to the City of Palmetto:  
Mayor J. Clark Boddie  
City of Palmetto  
P.O Box 190  
509 Toombs St.  
Palmetto, GA 30268
- k. If to the City of Roswell:  
Mayor Lori Henry  
City of Roswell  
38 Hill Street, Suite 115  
Roswell, GA 30075
- l. If to the City of Sandy Springs:  
Mayor Rusty Paul  
City of Sandy Springs  
7840 Roswell Rd.  
Sandy Springs. GA 30350
- m. If to the City of South Fulton:  
Mayor William "Bill" Edwards  
City of South Fulton  
5440 Fulton Industrial Blvd.  
South Fulton, GA 30336
- n. If to the City of Union City:  
Mayor Vince Williams  
City of Union City  
5047 Union St.  
Union City, GA 30329

- o. If to Fulton County:  
Chairman, Robert Pitts  
Fulton County  
141 Pryor St., 10<sup>th</sup> Floor  
Atlanta, GA 30303



Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on \_\_\_\_\_, 2021. If the November 2, 2021 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 2, 2021.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2022 TSPLOST Program.

23.

This Agreement shall 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 parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor David Jim Gilvin

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM

CITY OF CHATTAHOOCHEE HILLS,  
GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Tom Reed

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF COLLEGE PARK, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Bianca Motley Broom

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM

CITY OF EAST POINT, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Deana Holiday Ingraham

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Elizabeth Carr-Hurst

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM

CITY OF HAPEVILLE, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Alan Hallman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF JOHNS CREEK, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Mike Bodker

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF MILTON, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Joe Lockwood

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM

CITY OF MOUNTAIN PARK,  
GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Jim Still

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF PALMETTO, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor J. Clark Boddie

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF ROSWELL, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Lori Henry

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Rusty Paul

ATTEST:

\_\_\_\_\_  
City Clerk

P:\CAProjects\BOC\2021 TSPLOST\6.3.21 Draft 2021 TSPLOST IGA with  
Cities.clean.docx

APPROVED AS TO FORM

CITY OF SOUTH FULTON, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor William Edwards

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

CITY OF UNION CITY, GEORGIA:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mayor Vince Williams

ATTEST:

\_\_\_\_\_  
City Clerk





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CHANGE ORDER #1 WITH C.W. MATTHEWS FOR THE OAKLEY INDUSTRIAL BOULEVARD FULL-DEPTH RECLAMATION PROJECT**

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

**Submitted: 06/22/2021                      Work Session: N/A                      Council Meeting: 06/28/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of this change order will be \$720, 027.78. The City of South Fulton will be responsible for the first \$504,019.45. The remaining project expenditures (\$216,008.33) will come out of account number (360-000-54-1410) T-SPLOST Infrastructure-Roadway.

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

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**PURPOSE:** For Mayor and Council to approve Change Order #1 with C.W. Matthews to implement Add Alternate #1 of the Oakley Industrial Full-Depth Reclamation Project, (21-001).

**HISTORY:** The City of Fairburn requested the City of South Fulton contribute construction funding towards the Oakley Industrial Boulevard Full-Depth Reclamation Project, (21-001). The intent was to coordinate the roadway improvements of Oakley Industrial Boulevard from SR 74/Senoia Road to SR 92/Spence Road (Add Alternate #1), which is partially inside the City of South Fulton and partially inside the City of Fairburn. The associated Intergovernmental Agreement (IGA), which equates to approximately \$504,019.45 in construction funding for the proposed change order, was approved at the June 14<sup>th</sup>, 2021, City Council meeting.

**FACTS AND ISSUES:** The proposed change order will increase the contract amount by approximately \$720,027.78 and add 40 calendar days to the project timeline. In order to authorize the Contractor to move forward with the proposed improvements associated with Add Alternate #1, Change Order #1 must be approved.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve Change Order #1 with C.W Matthews to implement Add Alternate #1 of the Oakley Industrial Boulevard Full-Depth Reclamation Project, (21-001).

  
Elizabeth Carr-Hurst, Mayor

(STATE OF GEORGIA)

(COUNTY OF FULTON)

### INTERGOVERNMENTAL AGREEMENT

#### Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92 Project Number 21-001

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "City of Fairburn") and City of South Fulton, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "City of South Fulton"), each of whom has been duly authorized to enter this agreement,

#### WITNESSETH:

**WHEREAS**, the City of Fairburn is working as the project sponsor on Project Number 21-001, Oakley Industrial Full-Depth Reclamation Project; and

**WHEREAS**, the City of Fairburn wishes to coordinate the full-depth reclamation of Oakley Industrial Boulevard from SR 92 to SR 74 under the above-mentioned project which is partially inside of the City of South Fulton and partially inside of the City of Fairburn; and

**WHEREAS**, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project 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 were bid as Add Alternates.
2. Design Costs - The City of Fairburn conducted the preparation of the construction plans for the project. The City of Fairburn was responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of South Fulton's city boundary.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. The City of South Fulton shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of South Fulton. There are no anticipated ROW costs.
4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of South Fulton shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.



INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project -- SR 74 to SR 92  
Project Number 21-001

5. Construction Cost -- The City of Fairburn will contract with a contractor to construct the project. The City of South Fulton shall be responsible for all construction costs necessary to construct the project inside of the City of South Fulton's city boundary. The City of South Fulton's total estimated cost for construction is **\$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 138**. Said payment to the City of Fairburn shall be due within 30 days after final completion of the construction activities. Please reference Exhibit "A" for the itemized breakdown of estimated construction cost.
6. Funding -- In consideration of and with respect to funding to be provided by the City of South Fulton, the City of Fairburn agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Fairburn shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of South Fulton for this project.
7. Notices -- All notices pursuant to this agreement shall be served as follows:  
  
As to City of South Fulton, Georgia:  
  
Mayor  
5440 Fulton Industrial Blvd.  
Atlanta, Georgia 30336  
  
As to City of Fairburn, Georgia:  
  
Mayor  
56 Malone St., SW  
Fairburn, Georgia 30213
8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either one (1) year from that date or at such time as the construction of the Oakley Industrial Full-Depth Reclamation Project has been completed and fulfilled. The let date for this project was January 6, 2021. The anticipated Notice of Award date is April 28<sup>th</sup>, 2021.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial, and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either City of Fairburn or to the City of South Fulton by the Constitution and laws of the State of Georgia.

INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This 14th day of June, 2021

CITY OF FAIRBURN, GEORGIA

ATTEST:

Deanna Ray  
Arika Birdsong-Miller  
City Clerk, Deanna Ray

By:

Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

APPROVED AS TO CONTENT:

[Signature]  
Director, Community Development/Public Works

APPROVED AS TO FORM:

[Signature]  
William R. (Randy) Turner  
City of Fairburn Attorney

CITY OF SOUTH FULTON, GEORGIA

ATTEST:

[Signature] 6/3/21  
(Seal)  
Clerk to the Commission

By:

[Signature]  
William "Bill" Edwards, Mayor  
City of South Fulton

APPROVED AS TO CONTENT:

[Signature]  
Director, Public Works Department

APPROVED AS TO FORM:

[Signature]  
Office of City Attorney



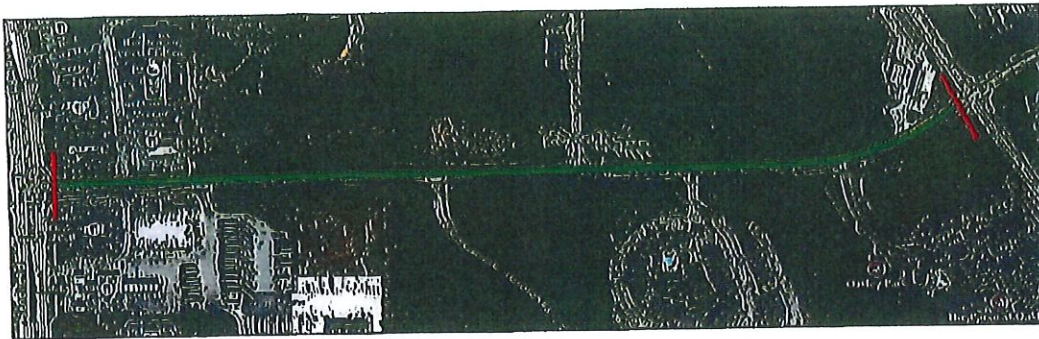
INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001

**EXHIBIT "A" CONSTRUCTION COST**

<b>OAKLEY INDUSTRIAL BOULEVARD [SR 47 TO SR 92]</b>				
<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
Traffic Control	1	LS	\$ 52375.78	\$ 52,375.78
Temporary Silt Fence, TP C	500	LF	\$ 5.00	\$ 2,500.00
Full Depth Reclamation of 14 IN of Existing Asphalt, Conc. and Subgrade with Cement Stabilization	18,600	SY	\$ 7.99	\$ 148,614.00
Cement for Stabilization @ 90 LBS/SY	840	TN	\$ 165.00	\$ 138,600.00
Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, Incl. Bitum Matl & H Lime	1,540	TN	\$ 91.25	\$ 140,525.00
Recycled Asph Conc. 19 MM Superpave, GP 1 or 2, incl. Bitum Matl & H Lime	2,050	TN	\$ 81.36	\$ 166,788.00
Tack Coat	1,500	GL	\$ 1.92	\$ 2,880.00
Thermoplastic Solid Traf Stripe, 5 IN, White	7,050	LF	\$ 0.46	\$ 3,243.00
Thermoplastic Solid Traf Stripe, 5 IN, Yellow	6,750	LF	\$ 0.46	\$ 3,105.00
Thermoplastic Solid Traf Stripe, 24 IN, White	24	LF	\$ 7.00	\$ 168.00
Raised PVMt Markers, TP 1	230	EA	\$ 4.50	\$ 1,035.00
Raised PVMt Markers, TP 3	140	EA	\$ 4.50	\$ 630.00
Mill Asph CONC PVMt, Variable Depth	18,600	SY	\$ 2.10	\$ 39,060.00
Adjust Manhole to Grade	4	EA	\$5,126.00	\$ 20,504.00
<b>PROJECT SUBTOTAL</b>				<b>\$ 720,027.78</b>

**City of South Fulton 70% match = \$504,019.45**

[illegible]



**ALTERNATE # 1:**

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

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

BID SCHEDULE					C.W. Matthews Contracting Company, Inc.		Project #	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	No. of Units	Amount

PROJECT: ADD ALTERNATE # 1: Oakley Industrial Boulevard  
(SR 74 to SR 92)

100	150-1000	TRAFFIC CONTROL	LS	1	\$62,376.78	\$62,375.78	1	\$52,375.78
101	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$5.00	\$2,500.00	500	\$2,500.00
102	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT	SY	18,600	\$7.99	\$148,614.00	18,600	\$148,614.00
103	301-6001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	840	\$165.00	\$138,600.00	840	\$138,600.00
104	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,540	\$91.25	\$140,525.00	1,540	\$140,525.00
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,050	\$81.36	\$166,788.00	2,050	\$166,788.00
106	413-0750	TACK COAT	GL	1,500	\$1.92	\$2,880.00	1,500	\$2,880.00
107	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	7,050	\$0.46	\$3,243.00	7,050	\$3,243.00

Page 4 of 16



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

BID SCHEDULE					C.W. Matthews Contracting Company, Inc.		Project #	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	No. of Units	Amount
108	653-1602	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	6,760	\$0.46	\$3,105.00	6,760	\$3,105.00
109	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$7.00	\$168.00	24	\$168.00
110	654-1001	RAISED PVMT MARKERS, TP 1	EA	230	\$4.50	\$1,035.00	230	\$1,035.00
111	654-1003	RAISED PVMT MARKERS, TP 3	EA	140	\$4.50	\$630.00	140	\$630.00
112	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	18,600	\$2.10	\$39,060.00	18,600	\$39,060.00
113	611-8050	ADJUST MANHOLE TO GRADE	EA	4	\$5,126.00	\$20,504.00	4	\$20,504.00
ADD ALTERNATE # 1 BID TOTAL						\$720,027.78		\$720,027.78



# City of South Fulton Agenda Item Summary



<b>City Council Meeting Date</b> May 25, 2021		
<b>Requesting Department</b> Public Works	<b>Council District(s) Affected</b> 7	
<b>Requested Action</b> Request Council Approval to enter into an Intergovernmental Agreement (IGA) with the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, (SR74 to SR 92), within the City of South Fulton, in an amount not to exceed \$504,019.45.		
<b>Requirements for Council Action</b> (City specific Council policy, statute or code requirement) Staff recommends Council approval		
<b>Summary and Background</b> (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The Public Works Department requests approval of the Intergovernmental agreement between the City of South Fulton and the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, asphalt paving and striping, from Senola Rd (SR 74) to SR 92. Oakley Industrial Boulevard will be resurfaced per Georgia Department of Transportation (GDOT) standards and specifications. The total resurfacing cost from Senola Rd (SR 74) to SR 92 is estimated at \$720,027.78. The City of South Fulton's total estimated cost for construction is \$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 92.		
<b>Funding Source</b> (if applicable) Funding Line Pending Midyear Budget Ordinance Approval		
<b>Financial Impact</b> (if applicable) \$504,019.45 or 70% of construction cost		
<b>Financial Impact Statement Received</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Legislative Process Complete</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Department Director Approval</b> <i>Antonio Valenzuela</i>		<b>Finance Director Approval</b> <i>Nora Rabin</i>
<b>Assistant City Manager Approval</b> <i>[Signature]</i>	<b>City Attorney Approval</b> <i>Vincent D. Hyman</i>	<b>City Manager Approval</b> <i>Tammi Sackler Jones</i>

20-001, Oakley Industrial Boulevard Full-Depth Reclamation Project  
Change Order #1

Item No.	Description	Units	Quantity	Unit Price	Amount
Add Alternate #1	Oakley Industrial Boulevard (from SR 74 to SR 92)	EA	1	\$ 720,027.78	\$ 720,027.78
Total					\$ 720,027.78

**CHANGE IN CONTRACT PRICE:**

Line 1	Original Contract Price:	\$ 1,889,855.09
Line 2	Contract Price Due to this CO is increase by:	\$ 720,027.78
Line 3	<b>NEW CONTRACT PRICE:</b>	<b>\$ 2,609,882.87</b>

\*Please note the final cost of this change order will be based on actual as-built quantities.

\*\*An additional 40 calendar days are allowed for the construction of Add Alternate #1.

PREPARED BY: \_\_\_\_\_ LESTER THOMPSON, PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ ELIZABETH CARR-HURST, MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ MIKE KLEUCKLING, VICE PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_



## City of Fairburn

April 28, 2021

Mr. Michael Kleuckling  
Vice President  
C.W. Matthews Contractor Co., Inc.  
1600 Kenview Drive  
Marietta, GA 30060

Re: Notice of Award- IFB # 21-001, Oakley Industrial Boulevard Full Depth Reclamation Project

The Owner has considered the bid submitted by your firm for the above-described Work in response to its Invitation for Bids dated February 11<sup>th</sup>, 2021. You are hereby notified that your bid has been accepted for construction services associated with the aforementioned project in the amount of \$1,889,885.09. 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

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, along with Payment and Performance bonds required on the project. 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 ten days of receipt of these documents.

Sincerely,

Lester Thompson, MPA  
Director of Community Development/Public Works

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

C.W. Matthews Contracting Co., Inc.

Signature

DANIEL P. GARCIA  
PRESIDENT

Printed Name

Date

DANIEL P. GARCIA  
PRESIDENT

Title

**Engineering Department**  
**56 Malone Street, Fairburn, GA 30213**  
**(770) 683-4286 (770) 306-6919 FAX**



## **SECTION II**

### **CONTRACT**

This **CONTRACT** made and entered into this 26 day of April, 2021 by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the Owner), and C.W. Matthews Contracting Co., Inc. (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said City of Fairburn, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing bid made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

### **OAKLEY INDUSTRIAL BLVD**

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within 120 calendar days on project Oakley Industrial Blvd.

If said work is not completed within the times stated, the Contractor shall be liable and hereby agrees to pay the City of Fairburn as liquidated damages and not as a penalty, (1) \$750 per calendar day for failure to complete the work in 120 calendar days, all as liquidation of the extra expense incurred by the City of Fairburn and liquidated damages to the City of Fairburn. Liquidated damages will continue until the contract is complete.

The City of Fairburn shall pay and the Contractor shall receive the prices stipulated in the bid hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$1,889,855.09 ) based on the bid which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City of Fairburn that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City of Fairburn may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City of Fairburn to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City of Fairburn shall pay to the Contractor, within thirty (30) days of receipt of any payment request

based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that City of Fairburn fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City of Fairburn shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

(Signatures Next Page)



IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this AGREEMENT to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

Arika Birdsong-Miller  
Signature  
Arika Birdsong-Miller  
Print Name  
Arika Birdsong-Miller, City Clerk  
City of Fairburn

APPROVED AS TO FORM:

William R. (Randy) Turner  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

Service Provider: C.W. MATTHEWS CONTRACTING CO., INC.

BY: Daniel P. Garcia  
Signature  
DANIEL P. GARCIA  
PRESIDENT

Print Name  
DANIEL P. GARCIA  
PRESIDENT

Title

ATTEST:

Michael D. Bell  
Signature  
MICHAEL D. BELL  
EXECUTIVE VICE PRESIDENT  
& SECRETARY

Print Name  
Corporate Secretary  
(Seal)



## **SECTION II**

### **CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the Owner), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said City of Fairburn, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing bid made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

### **OAKLEY INDUSTRIAL BLVD**

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within \_\_\_\_\_ calendar days on project Oakley Industrial Blvd.

If said work is not completed within the times stated, the Contractor shall be liable and hereby agrees to pay the City of Fairburn as liquidated damages and not as a penalty, (1) \$750 per calendar day for failure to complete the work in \_\_\_\_\_ calendar days, all as liquidation of the extra expense incurred by the City of Fairburn and liquidated damages to the City of Fairburn. Liquidated damages will continue until the contract is complete.

The City of Fairburn shall pay and the Contractor shall receive the prices stipulated in the bid hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$ \_\_\_\_\_) based on the bid which sum shall be paid in the manner and terms specified in the Contract Documents, but before Issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City of Fairburn that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City of Fairburn may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City of Fairburn to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City of Fairburn shall pay to the Contractor, within thirty (30) days of receipt of any payment request



based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that City of Fairburn fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City of Fairburn shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this AGREEMENT to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Arika Birdsong-Miller, City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

Service Provider: **C.W. MATTHEWS CONTRACTING CO., INC.**

BY: \_\_\_\_\_  
Signature

DANIEL P. GARCIA  
PRESIDENT

\_\_\_\_\_  
Print Name

DANIEL P. GARCIA  
PRESIDENT

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

MICHAEL D. BELL  
EXECUTIVE VICE PRESIDENT  
& SECRETARY

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)





CITY OF FAIRBURN, GEORGIA

BOND # K4029482A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

C. W. Matthews Contracting Co., Inc.

(Name of Contractor)

1600 Kenview Drive, Marietta, GA 30060

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and

Federal Insurance Company

(Name of Surety)

15 Mountain View Rd, Warren, NJ 07059

(Address of Surety)

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

City of Fairburn

(Name of Obligor)

56 Malone Street Fairburn, Georgia 30213

(Address of Obligor)

hereinafter referred to as Obligor, are held and firmly bound unto said Obligor and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of One Million Eight Hundred Eighty Nine Thousand Eight Hundred Fifty Five Dollars and Nine Cents Dollars

(\$ 1,889,855.09) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligor.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligor, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 38-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)



Bld No. IFB 21-001

CITY OF FAIRBURN, GEORGIA

ATTEST:



MICHAEL D. BELL  
EXECUTIVE VICE PRESIDENT  
& SECRETARY

C. W. Matthews Contracting Co., Inc.  
(Principal)

By: 

DANIEL P. GARCIA  
PRESIDENT

1600 Kenview Drive, Marietta, GA 30060  
(Address)

1600 Kenview Drive, Marietta, GA 30060  
(Address)

ATTEST:



Resident or Nonresident Agent Odie E. Wilson, Georgia Resident Agent

Federal Insurance Company  
(Surety)

By: 

(Attorney-in-Fact) Odie E. Wilson, Attorney-in-Fact

(SEAL)

  
(Witness as to Surety) Jennifer Anderson, Account Manager Surety

202 Church Street NE, Marietta, GA 30060  
(Address)

202 Church Street NE, Marietta, GA 30060  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name Odie E. Wilson

Company Name Little and Smith, Inc. 202 Church Street NE, Marietta, GA 30060

E-Mail owilson@littleandsmith.com

Phone 770-748-3308

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

CITY OF FAIRBURN, GEORGIA

BOND # K4029482A

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

C. W. Matthews Contracting Co., Inc.

(Name of Contractor)

1600 Kenview Drive, Marietta, GA 30060

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and

Federal Insurance Company

(Name of Surety)

1600 Kenview Drive, Marietta, GA 30060

(Address of Surety)

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

City of Fairburn

(Name of Oblige)

56 Malone Street, Fairburn, Georgia 30213

(Address of Oblige)

hereinafter called Oblige;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of One Million Eight Hundred Eighty Nine Thousand Eight Hundred Fifty Five Dollars and Nine Cents Dollars (\$ 1,889,855.09 ) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.



CITY OF FAIRBURN, GEORGIA

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

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

[Signatures Next Page]

Bid No. IFB 21-001

CITY OF FAIRBURN, GEORGIA

ATTEST:



MICHAEL D. BELL  
EXECUTIVE VICE PRESIDENT  
& SECRETARY

By:

C. W. Matthews Contracting Co., Inc.  
(Principal)

DANIEL P. GARCIA  
PRESIDENT

1600 Kenview Drive, Marietta, GA 30060  
(Address)

1600 Kenview Drive, Marietta, GA 30060  
(Address)

ATTEST:

Resident or Nonresident Agent Odie E. Wilson, Georgia Resident Agent

(SEAL)

(Address)

(Witness as to Surety) Jennifer Anderson, Account Manager Surety

Federal Insurance Company  
(Surety)

By:

(Attorney-in-Fact) Odie E. Wilson, Attorney-in-Fact

202 Church Street NE, Marietta, GA 30060

202 Church Street NE, Marietta, GA 30060  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name Odie E. Wilson

Company Name Little and Smith, Inc

E-Mail owilson@littleandsmith.com

Phone 770-748-3308

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



**CHUBB**

**Power of Attorney**

**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Jennifer Anderson, David B. Burruss, James R. Elrod, Eugene Y. Northcutt, Brenda Ray, William D. Smith Jr. and Odie E. Wilson of Marietta, Georgia**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19<sup>th</sup> day of February, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 19<sup>th</sup> day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2810088  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 30, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 26th day of April, 2021

Bond No. K4029482A



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 983-3493 Fax (908) 903-3656 e-mail: [curry@chubb.com](mailto:curry@chubb.com)



## INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$500,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$500,000 each employee
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Separate Owner's and Contractor's Protective policy with City of Fairburn (and any applicable authority) as Named Insured
  - (c) The following additional coverages must apply:
    - \* 1986 (or later) ISO Commercial General Liability Form
    - \* Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - \* Blanket Contractual Liability
    - \* Broad Form Property Damage
    - \* Severability of Interest
    - \* Underground, explosion, and collapse coverage
    - \* Personal Injury (deleting both contractual and employee exclusions)
    - \* Incidental Medical Malpractice
    - \* Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability  
(Higher limit may be required depending on the extent of contract)
  - (a) The following additional coverages must apply
    - \* Additional Insured Endorsement
    - \* Concurrency of Effective Dates with Primary
    - \* Blanket Contractual Liability
    - \* Drop Down Feature
    - \* Care, Custody, and Control - Follow Form Primary
    - \* Aggregates: Apply Where Applicable in Primary
    - \* Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount
6. City of Fairburn (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation provision should provide 30 days notice of cancellation.
8. Certificate Holder should read:  
  
City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Fairburn as to form and content has been filed with City of Fairburn. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.



16. The Contractor shall agree to waive all rights of subrogation against the City, Council Members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**Surety Bonds (If Required)**

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.



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

**BID SCHEDULE**

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
001	150-1000	TRAFFIC CONTROL	LS	1	46,967.43	\$46,967.43
002	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	5.00	\$2,500.00
003	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	6,900	11.85	\$81,765.00
004	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	315	165.00	\$51,975.00
005	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	575	106.47	\$61,220.25
006	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	765	92.85	\$71,030.25
007	413-0750	TACK COAT	GL	600	1.92	\$1,152.00
008	653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2	175.00	\$350.00
009	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	5	100.00	\$500.00
010	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	200.00	\$400.00
011	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2,700	0.50	\$1,350.00
012	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2,400	0.50	\$1,200.00
013	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	7.00	\$168.00
014	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	450	0.50	\$225.00
015	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	400	5.00	\$2,000.00

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

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

**BID SCHEDULE**

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
016	654-1001	RAISED PVMT MARKERS, TP 1	EA	50	4.50	\$225.00
017	654-1003	RAISED PVMT MARKERS, TP 3	EA	24	4.50	\$108.00
018	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	620	8.00	\$4,960.00
019	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	620	8.00	\$4,960.00
020	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	6,900	2.20	\$15,180.00
021	611-8050	ADJUST MANHOLE TO GRADE	EA	4	5,126.00	\$20,504.00
<b>BASE BID</b>						<b>\$368,739.93</b>

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

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

**BID SCHEDULE**

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
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**PROJECT: ADD ALTERNATE # 2: Oakley Industrial Boulevard (SR 92 to Fayetteville Road)**

200	150-1000	TRAFFIC CONTROL	LS	1	77,704.39	\$77,704.39
201	171-0030	TEMPORARY SILT FENCE, TP C	LF	200	5.00	\$1,000.00
202	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	27,900	7.73	\$215,667.00
203	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	1,250	165.00	\$206,250.00
204	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,310	87.04	\$201,062.40
205	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,075	78.22	\$240,526.50
206	413-0750	TACK COAT	GL	1,900	1.92	\$3,648.00
207	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	31	90.00	\$2,790.00
208	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	8	175.00	\$1,400.00
209	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	10,870	0.45	\$4,891.50
210	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	9,300	0.45	\$4,185.00
211	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100	7.00	\$700.00
212	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	1,760	0.50	\$880.00
213	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	300	2.15	\$645.00

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.



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

**BID SCHEDULE**

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
214	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	2,695	4.75	\$12,801.25
215	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	585	4.75	\$2,778.75
216	654-1001	RAISED PVMT MARKERS, TP 1	EA	474	4.50	\$2,133.00
217	654-1003	RAISED PVMT MARKERS, TP 3	EA	199	4.50	\$895.50
218	655-6020	PREFORMED PLASTIC PVMT MKG ARROW, CONTRAST (BLACK-WHITE), TP 2	EA	3	2,200.00	\$6,600.00
219	657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	1,885	8.00	\$15,080.00
220	657-3085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	GLF	90	4.75	\$427.50
221	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	1,180	8.00	\$9,440.00
222	657-5002	PREFORMED PLASTIC PAVEMENT MARKING, YELLOW, TP PB	SY	10	25.00	\$250.00
223	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	33,000	2.00	\$66,000.00
224	611-8050	ADJUST MANHOLE TO GRADE	EA	4	5,126.00	\$20,504.00
<b>ADD ALTERNATE # 2</b>						<b>\$1,098,259.79</b>

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.



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

**BID SCHEDULE**

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
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**PROJECT: ADD ALTERNATE # 4: Oakley Industrial Blvd (West of Bohannon Rd to Creekwood Rd**

400	150-1000	TRAFFIC CONTROL	LS	1	41,501.51	\$41,501.51
401	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	5.00	\$2,500.00
402	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT STABILIZATION	SY	10,900	7.92	\$86,328.00
403	301-5001	CEMENT FOR STABILIZATION @ 90 LBS/SY	TN	490	165.00	\$80,850.00
404	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	900	87.36	\$78,624.00
405	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,199	78.44	\$94,049.56
406	413-0750	TACK COAT	GL	675	1.92	\$1,296.00
407	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2	100.00	\$200.00
408	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	6,410	0.47	\$3,012.70
409	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2,030	0.47	\$954.10
410	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	2,727	0.50	\$1,363.50
411	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	1,524	5.00	\$7,620.00
412	654-1001	RAISED PVMT MARKERS, TP 1	EA	144	4.00	\$576.00
413	432-5010	MILL ASPH CONC PVMT, VARIALBE DEPTH	SY	10,900	2.20	\$23,980.00

**ADD ALTERNATE # 4 \$422,855.37**

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.



# C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

## CERTIFICATE OF SELF-INSURANCE

This is to certify that C. W. Matthews Contracting Co., Inc. has qualified as required by law, as a self-insurer with the appropriate agencies within the State of Georgia, and provides coverages under its program of self-insurance as follows:

TYPE OF INSURANCE	DESCRIPTION	EXPIRATION DATE	LIMITS OF LIABILITY	
			EACH OCCURENCE	AGGREGATE
GENERAL LIABILITY Comprehensive Coverage Explosion and Collapse Hazard Underground Hazard Contractual Coverage Independent Contractors Personal Injury Products/Completed Operations Hazard	Self-Insured (C. W. Matthews Contracting Co., Inc. has set aside funds to provide the following Limits of Liability)	12-31-21	Bodily Injury and Property Damage Combined	\$3,000,000 \$6,000,000
AUTOMOBILE LIABILITY Comprehensive Coverage Owned & Non-Owned Vehicles	Self-Insurance Certificate No. SI-52729014 issued by Georgia Department of Insurance	12-31-21	Bodily Injury and Property Damage Combined	\$3,000,000
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	Qualified Self-Insurer with Georgia State Board of Workers' Compensation by proof of ability to pay compensation direct	Continuous Renewal 01-01-21 to 12-31-21	Workers' Compensation - Statutory  Employers' Liability - \$1,000,000 Each Accident	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: IFB # 21-001, Oakley Industrial Boulevard Full Depth Reclamation Project, City of Fairburn, GA. City of Fairburn, Georgia, its Counsel Members, its officers, officials, employees and volunteers are listed as Additional Insureds with respects to General Liability, Automobile Liability and Umbrella/Excess insurance coverage with waiver of subrogation, pursuant to contract provisions. The insurance evidenced by this certificate shall be primary and non-contributory to any other insurance of the Certificate Holder. CWM #2659

CHANGES: Should any of the above described coverages be changed before the expiration date thereof, C. W. Matthews Contracting Co., Inc. will endeavor to mail thirty (30) days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fairburn  
56 Malone Street  
Fairburn, GA 30213

DATE ISSUED: May 3, 2021

BY: *Sheldon Fram*

SHELDON FRAM  
DIRECTOR OF RISK MANAGEMENT  
C. W. MATTHEWS CONTRACTING CO., INC.



Client#: 25260

CWMATTH

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/03/2021

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

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

<b>PRODUCER</b> <b>HUB International Mid-South</b> <b>3011 Armory Drive Suite 250</b>  <b>Nashville, TN 37204</b>		<b>CONTACT NAME:</b> Jodi Randolph, CRM, CIC, CISR <b>PHONE (A/C, No, Ext):</b> 615 383-9761 <b>E-MAIL ADDRESS:</b> Jodi.randolph@hubinternational.com <b>FAX (A/C, No):</b> 615 383-4628	
<b>INSURED</b> <b>C. W. Matthews Contracting Co., Inc.</b> <b>P O Drawer 970</b> <b>Marietta, GA 30061</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Insurance Companies <b>INSURER B:</b> Midwest Employers Casualty Company <b>INSURER C:</b> Hartford Fire Ins. Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>16691</b> <b>23612</b> <b>19682</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> OWNED PPTs <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> & Light Trks		20CSEQU3570	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$0		TUE982465817	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC006277	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

IFB # 21-001, Oakley Industrial Boulevard Full Depth Reclamation Project, City of Fairburn, GA (CWM#2659)

City of Fairburn, GA, its Council Members, its officers, officials, employees and volunteers are listed as Additional Insureds, on a primary and non-contributory basis, with regard to C. W. Matthews Contracting Co., Inc.'s General Liability and Automobile Liability Self-Insurance program, as respects work performed (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Fairburn  
 56 Malone St  
 Fairburn, GA 30213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Daniel D. Hite*

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## **DESCRIPTIONS (Continued from Page 1)**

on the referenced project, when required by written contract or agreement. A Waiver of Subrogation, in favor of the Additional Insured parties applies to all coverages.

Excess Liability evidenced in this Certificate is follow-form over the Insured's Self Insurance program and the policies referenced in this Certificate, as outlined on the following page.

## DESCRIPTIONS (Continued from Page 1)

Subject to the terms, conditions, exclusions and definitions of the above-referenced policies, as issued by the carrier(s).

### Excess Policies:

**Company A - Excess Liability** limits are in excess of \$3,000,000 Self-Insured Retention for General Liability and Automobile Liability (please refer to the Self-Insured Certificate of Insurance, issued by C. W. Matthews Contracting Co., Inc.) and the \$3,000,000 Primary Automobile Liability Policy (Company C in this Certificate) for Owned Private Passenger Vehicles and Light Trucks (Defined as Under 10,001 lbs GVW).

**Company B - Excess Workers Compensation and Employers Liability** limits are in excess of \$850,000 Self Insured Retention (C. W. Matthews Contracting Co., Inc. is a qualified self-insurer with the Georgia State Board of Workers Compensation).

### A. M. Best's Ratings:

**Company A - Great American Insurance Company: A+ XV**

**Company B - Midwest Employers Casualty Company: A+ XV**

**Company C - Hartford Fire Insurance Company: A+ XV**

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## City of Fairburn

June 15, 2021

Mr. Michael Kleuckling  
Vice President  
C.W. Matthews Contracting Co., Inc.  
1600 Kenview Drive  
Marietta, GA 30060

Re: Notice to Proceed - IFB # 21-001, Oakley Industrial Boulevard Full Depth Reclamation Project

Dear Mr. Kleuckling,

You are hereby notified to commence work in accordance with the Agreement dated April 26, 2021. The official Notice to Proceed (NTP) Date is July 6, 2021, at which time charges will begin. You are to have all work associated with Project Number 21-001, Oakley Industrial Full Depth Reclamation Project, fully complete within One Hundred and Twenty (120) consecutive calendar days.

You are required to return acknowledged copies of this Notice to Proceed to the Owner within five days of receipt of this document.

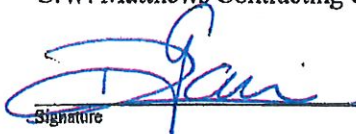
Sincerely,

  
Lester Thompson, MPA  
Director of Community Development/Public Works

### ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed is hereby acknowledged by:

C.W. Matthews Contracting Co. Inc.

  
Signature

DANIEL P. GARCIA  
PRESIDENT

Printed Name

6/15/2021  
Date

DANIEL P. GARCIA  
PRESIDENT

Title

**Engineering Department**  
**56 Malone Street, Fairburn, GA 30213**  
**(770) 683-4286 (770) 306-6919 FAX**

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2021

360-T-SFLOST 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	224,504.30	0.00	1,543,868.89	0.00	455,386.11	77.22
Investment Income	895,025.00	609.32	0.00	5,702.70	0.00	889,322.30	0.64
Miscellaneous Revenue	3,165,788.00	317,824.99	0.00	1,524,020.51	0.00	1,641,767.49	48.14
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	542,938.61	0.00	3,073,592.10	0.00	4,678,868.90	39.65
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	7,752,461.00	278,082.08	0.00	1,875,598.57	60,837.97	5,816,024.46	24.98
TOTAL EXPENDITURES	7,752,461.00	278,082.08	0.00	1,875,598.57	60,837.97	5,816,024.46	24.98
REVENUE OVER/(UNDER) EXPENDITURES	0.00	264,856.53	0.00	1,197,993.53	60,837.97	1,137,155.56	0.00

CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF APRIL 30TH, 2021

## 360-T-SPILOST 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-Spilost Revenue	1,999,255.00	224,504.30	0.00	1,543,868.89	0.00	455,386.11	77.22
TOTAL Taxes	1,999,255.00	224,504.30	0.00	1,543,868.89	0.00	455,386.11	77.22
<u>Investment Income</u>							
360-0000-36-1000 Interest Income	0.00	609.32	0.00	5,702.70	0.00 (	5,702.70)	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	609.32	0.00	5,702.70	0.00	899,322.30	0.64
<u>Miscellaneous Revenue</u>							
360-0000-38-9000 Misc Revenue	0.00	0.00	0.00	683,606.55	0.00 (	683,606.55)	0.00
360-0000-38-9001 South Fulton CID	3,165,788.00	317,824.99	0.00	840,413.96	0.00	2,325,374.04	26.55
TOTAL Miscellaneous Revenue	3,165,788.00	317,824.99	0.00	1,524,020.51	0.00	1,841,767.49	48.14
<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	542,938.61	0.00	3,073,592.10	0.00	4,678,868.90	39.65



CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2021

PAGE: 3

360-T-SPILOST 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
Purchased-Contracted							
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	13,006.06	0.00	71,223.88	12,222.50	218,747.62	27.61
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	13,006.06	0.00	71,223.88	12,222.50	218,747.62	27.61
Capital Outlay							
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	265,076.02	0.00	1,768,724.11	48,615.47	5,314,033.42	25.48
TOTAL Capital Outlay	7,450,267.00	265,076.02	0.00	1,804,374.69	48,615.47	5,597,276.84	24.87
TOTAL Non-Departmental	7,752,461.00	278,082.08	0.00	1,875,598.57	60,837.97	5,816,024.46	24.98
TOTAL EXPENDITURES	7,752,461.00	278,082.08	0.00	1,875,598.57	60,837.97	5,816,024.46	24.98

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: AMERICAN RESCUE PLAN ACT**

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

**Submitted: 06/22/2021                      Work Session: N/A                      Council Meeting: 06/28/2021**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** \$3,130,890

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

---

**PURPOSE:** To provide Mayor and Council, with a list of projects that qualify as expenditures for the American Rescue Act which became law on March 11, 2021.

**HISTORY:** For the first time, all 19,000 municipal governments are entitled to a direct, non-competitive federal formula grant from the U.S. Treasury Department.

**FACTS AND ISSUES:** The City of Fairburn is estimated to receive about \$6.2 million from the American Rescue Act. The funding will be paid to local governments in two payments with the first 50% arriving in June 2021 and the second 50% in May 2022. Local governments have until December 31, 2024 to use all funding. Eligible expenditures include (a) respond to the public health emergency with respect to the Coronavirus Disease 2019 (b) respond to workers performing essential work during the Covid-19 public health emergency (c) for provision of government services to the extent of reduction in revenues (d) investments in water, sewer or broadband infrastructure. City staff will be recommending eligible projects for the American Rescue Plan.

**RECOMMENDED ACTION:** Approve staff recommended projects for the American Rescue Plan Act.

  
Elizabeth Carr-Hurst, Mayor

## 2021 Proposed Projects for the American Rescue Act

Project Name/Description	Benefits to General Public	Amount
Broadband Project	Provide Wi-Fi and Highspeed Internet: Educ Complex to Youth Center	\$ 400,000
	Provide Wi-Fi and Highspeed Internet: Duncan Park	150,000
	Provide Wi-Fi and Highspeed Internet: Underserved Communities	200,000
	<b>Total</b>	<b>750,000</b>
Fire Hydrant Replacements:	Upgrade to 8 inch pipelines, increased water pressure for fire emergencies	
338 Bay Street		
Bay Street/Clayton Street		
96 Brooks Drive		
152 NW Broad Street		
Clayton Street/Chestnut Street		
Fairview Drive and Elder Street		
Fairview Drive and Jones Avenue		
153 Fairview Drive		
Fayetteville Road/Chestnut Street		
Fayetteville Road/Popular Street		
379 Fayetteville Road		
Grant Street/Chestnut Street		
Heath Street		
SE Malone Street/Green Street		
121 Orchard Street		
106 Poplar Street		
Spence Road/Poplar Street		
353 Spence Road		
401 Spence Road		
94 Vickery Drive		
	<b>Total</b>	<b>275,000</b>
	<b>Benefits to General Public</b>	
Broadmoor Way-Sewer Manhole Rehabilitation	Relief for citizen from sewer surcharging in this area	
	<b>Total</b>	<b>30,000</b>
Root Control and Sewer Leak Detection Program	Rehabilitation of the sewer system and leak detection	
	<b>Total</b>	<b>200,890</b>
Fireside Lift Station Pump Repair	Upgrades to Liftstations and improve SCADA monitoring and replace aging parts.	
	<b>Total</b>	<b>100,000</b>
John River Lift Station Pump Repair	Upgrades to Liftstations and improve SCADA monitoring and replace aging parts.	
	<b>Total</b>	<b>125,000</b>
Evergreen Harbor Lakes Lift Station	Upgrades to Liftstations and improve SCADA monitoring and replace aging parts.	60,000
	<b>Total</b>	
Washington Street Gravity Sewer	Upgrades to Sewer System due proposed residential development.	
	<b>Total</b>	<b>200,000</b>
Utility Meter Program	Upgrade Utility Meters	
	<b>Total</b>	<b>150,000</b>
Elder Street Gravity Sewer	Upgrades to Sewer System because of aging infrastructure.	
	<b>Total</b>	<b>160,000</b>
	<b>Benefits to General Public</b>	
Stormwater Pipe Lining Project		
	<b>Total</b>	<b>395,000</b>
Cybersecurity: Hardware and Software	Secure Network and Prevent Ransomware-City Facilities	
	<b>Total</b>	<b>185,000</b>
Community Initiatives:		
Rental Assistance	Provide Rental Assistance to citizens of Fairburn	175,000
Utility Assistance	Provide Utility Assistance to citizens of Fairburn	175,000
Vaccination Programs/Awareness	Ensure residences of Fairburn are aware of vaccination programs in area	50,000
Assistance to Small Businesses	Foster economic development for small businesses	100,000
	<b>Total</b>	<b>500,000</b>
	<b>Total Expenditures for American Rescue Act</b>	<b>\$ 3,130,890</b>