

#### City of Fairburn Council Meeting- Zoom

September 13, 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:

Bishop Aaron B. Lackey Temple of Prayer Family Worship Cathedral, UCOGIC

IV. Adoption of City Council Minutes:

Councilmembers

August 23, 2021 - City Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. Public Hearings:

**Finance Department** 

Mr. Rodrique Taylor

Fiscal Year 2021 – 2022 Proposed Budget

VII. Presentation

Office of the Mayor

Proclamation - September 11

VIII. 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.

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#### IX. Agenda Items:

1. Fire Department

Mr. Cornelius Robinson

For Mayor and Council to Donate the Old 1992 Fire Engine to A Plus Towing of Fairburn

2. Utilities (Stormwater)

Mr. John Martin

For Mayor and Council to Approve the Bid Award Recommendation for IPR Southeast, LLC., in the amount of \$416,954.75 for the Storm Drain Lining Project

3. Community Development

Mr. Lester Thompson

For Mayor and Council to Approve Task Order # 10 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Rivertown Road Pedestrian Improvements Project (21-002).

X. Council Comments

Councilmembers

XI. Executive Session

**Real Estate** 

XII. 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: PUBLIC HEAD	RING FOR THE FY2021-2022	PROPOSED BUDGET
( ) AGREEMENT ( ) ORDINANCE	( ) POLICY / DISCUSSION ( ) RESOLUTION	( ) CONTRACT ( X) OTHER
Submitted: 09/07/2021	Work Session: N/A	Council Meeting: 09/13/2021
<b><u>DEPARTMENT</u></b> : Finance l	Department	
BUDGET IMPACT: To Di 2021 to September 30, 2022.		ing Fiscal Year from October 1,
PUBLIC HEARING? (X	Yes () No	
PURPOSE: Discussion on t	he Proposed Budget for Fiscal Y	ear 2021-2022.

FACTS AND ISSUES: The City of Fairburn's Finance Department has officially completed the Proposed Budget for Fiscal Year 2021-2022. The fiscal year 2021 proposed budget totals \$59,151,816 which represents an overall increase of \$2,114,111 or 3% over the fiscal year 2020 adopted budget. The General Fund has a proposed budget of \$20,806,057 which represents an overall increase of \$3,043,492 or 14% increase from the prior year. Budgeted funds include General Fund, Confiscated Drugs Fund, American Rescue Act Fund, Grants Fund, Technology Fee Fund, Hotel/Motel Tax Fund, Capital Projects Fund, Go Bond Fund, TSPLOST Fund, Water and Sewer Fund, Storm Water Fund, Water and Sewer Bond Fund, Electric Fund, Sanitation Fund and Educational Complex Fund. See the attached document for a budget summary.

**RECOMMENDED ACTION: None** 

Elizabeth Carr-Hurst, Mayor

**HISTORY:** N/A

# City of Fairburn, Georgia Finance Department General Fund and Other Funds Financial Summary

Trum d	Dest. CI Dessisting	n	Approved	n	Proposed
Fund 100	Dept GL Description	В	udget 2020/21	Bu	dget 2021/22
100	1110 Mayor & Council 1310 City Clerk		337,341		338,349
100			129,005		172,515
100	1320 City Administrator 1510 Finance		1,065,306		1,097,004
100			572,263		697,064
100	1535 Technology 1540 Human Resources		340,000		340,000
			453,367		450,933
100	1565 Property Management		711,350		956,187
100	2650 Court Services		710,447		695,664
100	3200 Police		4,278,249		4,529,086
100	3500 Fire		3,743,712		3,967,390
100	4100 Public Works		343,528		521,563
100	4200 Streets		1,380,870		1,559,169
100	4900 Maintenance & Shop		277,721		299,323
100	6100 Recreation Programs		491,307		627,127
100	7200 Inspection & Enforcement		337,264		332,547
100	7400 Plannning & Zoning		380,792		341,036
100	7500 Economic Development		188,862		341,488
100	7600 Downtown Development Auth		20,700		20,700
100	9000 Non-Departmental		2,000,481		3,518,912
		\$	17,762,565	\$	20,806,057
220	0000 Confiscated		:		50,000
230	0000 American Rescue Act		-		3,130,891
250	0000 Grants		7,476,928		4,029,583
260	0000 Tree Fund		-		
270	0000 Technology Fee		60,000		90,000
275	0000 Hotel/Motel Tax		130,000		200,000
350	0000 Capital Projects		2,400,000		2,910,532
351	0000 Go Bond		985,632		1,002,268
360	0000 TSPLOST		7,752,461		5,113,295
505	0000 Water and Sewer		8,511,151		8,809,233
506	0000 Storm Water		895,334		859,687
507	0000 Water and Sewer Bond		328,000		331,700
510	0000 Electric		8,419,955		9,395,680
540	0000 Sanitation		800,156		850,000
580	0000 Educational Complex		1,515,523		1,572,890
	1		39,275,140		38,345,759
	Total Budget	\$	57,037,705	\$	59,151,816

# Proclamation

### TO RECOGNIZE SEPTEMBER 11<sup>TH</sup> AS A DAY OF SERVICE AND REMEMBRANCE IN THE CITY OF FAIRBURN GEORGIA

**WHEREAS**, On September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism. In response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

**WHEREAS**, Community organizations and family members of 9/11 victims began observing the anniversary of September 11<sup>th</sup> as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, We commend the firefighters, police, and first responders who courageously risked their lives to recue those in need, as well as the citizens and volunteers who selflessly gave their lives to aid their friends and co-workers who were injured or trapped in the Twin Towers and Pentagon; and

WHEREAS, The events of September 11, 2001 tested the strength of our country. They reminded us of the values set by our forefathers who saw a vision for the United States that we would live and be free of tyrannical rule and we will not give in to terrorism and threats to the safety and security of the United States; and

WHEREAS, The United States is unified in our purpose to prevent further tragedies like those experienced on September 11, 2001, and it is right to honor the men and women of our armed forces who have fought tirelessly to keep us safe from further attacks on U.S. soil.

**THEREFORE**, I, Mayor Elizabeth Carr-Hurst of the City of Fairburn along with Mayor Pro Tem Alex Heath and Councilmembers Linda J. Davis, Pat Pallend, Hattie Portis-Jones, Ulysses Smallwood and James Whitmore would like to recognize September 11<sup>th</sup> as a National Day of Service and Remembrance in the City of Fairburn on this 13<sup>th</sup> day of September 2021.

Signed:

**Elizabeth Carr-Hurst** Mayor





# CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: ( ) AGREEMENT ( ) ORDINANCE	( ) POLICY / DISCUSSION ( ) RESOLUTION	N ( ) CONTRACT ( X ) OTHER
Submitted: 09/07/2021	Work Session: N/A	Council Meeting: 09/13/2021
<b>DEPARTMENT</b> : Fire		
<b>BUDGET IMPACT</b> : None		
PUBLIC HEARING? ( )	Yes (X) No	

**PURPOSE:** For the City of Fairburn to allow the Fairburn Fire Department to donate the old 1992 Fire Engine to A Plus Towing of Fairburn

**HISTORY:** The Fairburn Fire Department received a grant in 2019 for the purchase of a new fire engine to replace the 1992 model, VIN# 1HTSDPCR3NH433730.

**FACTS AND ISSUES:** As part of the rules of the grant, once the fire department was awarded the grant, the truck that it was replacing could never be used as a fire truck again. Since that time, the fire pump went out of service and could not be replaced because of its age.

**RECOMMENDED ACTION:** It is recommended that Mayor and Council approve the donation of the truck to A Plus Towing of Fairburn.

Elizabeth Carr-Hurst, Mayor



# CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

RECOMMENDATION FOR FOR THE STORM DRAIN	R IPR SOUTHEAST, LLC IN THE LINING PROJECT	AMOUNT OF \$416,954.75
( ) AGREEMENT ( ) ORDINANCE	( ) POLICY / DISCUSSION ( ) RESOLUTION	( ) CONTRACT ( X ) OTHER
Submitted: 09/06/2021	Work Session:	Council Meeting: 09/13/2021
<b>DEPARTMENT</b> : Utilities (S	stormwater)	
	dget impact of this bid award will be \$ the Stormwater Account (506-0000-54)	

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE BID AWARD

<u>PURPOSE</u>: For Mayor and City Council to approve the bid award recommendation for IPR Southeast, LLC in the amount of \$416,954.75 for the Storm Drain Lining Project.

**HISTORY:** On July 23, 2020, the City of Fairburn requested ISE to identify a few severe stormwater pipes distributed throughout the city for possible pipe re-lining. Recent MS4 inspections were reviewed and from that review, six stormwater conveyance systems were immediately suitable for stormwater improvements. They had "severe" corrosion and "need repair" to structure conditions.

**FACTS AND ISSUES:** ISE assisted City staff during the competitive bidding process. This included responding to bid phase RFIs, issuing the addenda, attending the bid opening, and making the contractor award recommendation. The bid was closed on August 12, 2021. On August 18, 2021, IPR Southeast, LLC was awarded the bid award recommendation as the lowest bidder.

**RECOMMENDED ACTION:** Staff recommends that the Mayor and City Council approve the bid award recommendation for IPR Southeast, LLC in the amount of \$416,954.75 for the Storm Drain Lining Project.

Elizabeth Carr-Hurst, Mayor

#### 2020-2021 Storm Drain Lining Project

To: Mayor and Council,

Below is the link that will provide additional information about the Storm Drain Lining Project such as the Project Manual/Technical Specifications, Project and overall location maps, Addendum #1, Addendum #2, and Addendum #3.

https://www.fairburn.com/rfp-ifb/ifb-21-007-storm-drain-lining

Bid Title IFB #21-007 - Storm Drain Lining

Bid Number 21-007

**Category** IFB

Status Open

#### Description

The City of Fairburn will be receiving separate sealed Bids for **BID NUMBER 21-007**, for all material, labor and equipment for the "2021 Storm Drain Lining" project. Work...

Closing Date/Time Monday, August 16, 2021 - 11:00am



August 18, 2021

Mr. John Martin Utilities Director City of Fairburn 106 Howell Avenue Fairburn, Georgia 30213

RE:

2021 Storm Drain Lining, Bid # 21-007

Bid Award Recommendation

Dear Mr. Martin:

On August 12, 2021 - 11:00 am, bids were opened and read aloud for the above referenced project. Two (2) separate bids were received. Integrated Science & Engineering (ISE) has completed our evaluation of the bids please find a summary below.

Contractor	Base Bid	Option 1	Option 2	Option 3	Total Bid
IPR Southeast, LLC	\$382,054.75	\$23,050.00	\$11,850.00	No bid	\$416,954.75
Ruby Collins, Inc.	\$1,382,495.00	\$69,950.00	\$12,500.00	\$22,600.00	\$1,487,545.00

All bidders were qualified and all were considered responsive and responsible. As part of due diligence, ISE reviewed four items from each bidder as follows:

- 1.) Accuracy of Bid Form
- 2.) Approved Surety
- 3.) Appropriate Contractor License
- 4.) Reference Checks.

#### **Accuracy of Bid Form**

Bid tabulations were evaluated for each bidder (attached) to verify bid amounts provided were summed correctly. No mathematical errors were found however one bidder did use the wrong bid form which was from addendum #2. They used the correct quantities even though it was reflected on the wrong form.

IPR Southeast, LLC errors included failing to use the revised bid form after addendum #3. The changes from the bid form between addendum #2 and #3 were the quantities provided by ISE on the length of pipes for items numbers 4, 6, 7, 8, 65,66, and 67 which were all in the base bid. Although they used the older form the Bidder did use the correct quantities in their calculation.

Bid Award Recommendation 2021 Storm Drain Lining August 17, 2021 Page 2 of 2

IPR was contacted and asked to explain this simple mistake and to verify the quantities and total price quoted. ISE received from IPR on their letterhead a confirmation that the unit prices and total prices submitted are correct and were just typed on the wrong form. They also followed up with a completed correct bid form for the file.

As IPR was the apparent low bidder they were fully vetted by ISE in the following areas.

#### **Surety Approval**

The Surety Company for IPR Southeast, LLC was Everest Reinsurance Company, P.O. Box 830, Liberty Corner, NJ 07938. They were verified as on the US Treasury Department Circular 570 list and therefore approved.

#### **Utility Contractors License**

IPR Southeast, LLC provided a Utility Contractor License Number of UC#302214 and a General Contractor License Number G#117399. These licenses number were confirmed active with the Georgia Secretary of State's website.

#### References

ISE contacted several references for IPR. All provided a positive response.

Based on our evaluation and all items above, ISE recommends the contract be awarded to IPR Southeast, LLC in the amount of \$416,954.75. Formal bid tabulation is attached.

Please call with any questions

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC

Dana S. Johnson, P.E., CFM

DonaSjobse

Senior Engineer - Water Resources Group

Prepared by: Dana S. Johnson, P.E., CFM Senior Engineer Integrated Science and Engineering 8/18/2021

by: Dana S. Johnson, P.E., CFM gineer d Science and Engineering 1	Official Bid Ta 2021 Storm 8/16/2021,	Official Bid Tabulation Form 2021 Storm Drain Lining 8/16/2021, at 11:00 am					
				IPR Southeast LLC	neast LLC	Ruby Collins, Inc.	ins, Inc.
Bid Item	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
Removal of Debris							
T.	Debris Removal	10	LS	10.00	100.00	750.00	7,500.00
Mobilization, Erosion BMP's and Grassing	and Grassing						
2	Mobilization	7	EA	4,000.00	28,000.00	5,500.00	38,500.00
en en	Erosion Control BMP's & Temp/Perm Grassing	1	LS	600.00	600.00	25,000.00	25,000.00
Storm Line CCTV ( after cleaning)	ling)			subtotal	28,600.00	subtotal	63,500.00
4	Storm Line TV Inspeciton after cleaning	1779	T.	4.25	7,560.75	7.00	12,453.00
Storm Line Cleaning							
S	15" pipe	16	T.	3.00	48.00	10.00	160.00
9	18" pipe	596	T.	7.50	4,470.00	12.00	7,152.00
7	24" pipe	618	T.	13.00	8,034.00	15.00	9,270.00
00	30" pipe	231	H	13.50	3,118.50	20.00	4,620.00
o	36" pipe	77	LF	8.00	616.00	25.00	1,925.00
10	42" pipe	91	LF	8.50	773.50	30.00	2,730.00
11	48" pipe	166	T)	11.00	1,826.00	35.00	5,810.00
Bypass Pumping (if applicable)	(e)			subtotal	18,886.00	subtotal	31,667.00
12	Bypass pumping setup - equipment and hose placement	7	EA	1,500.00	10,500.00	5,000.00	35,000.00
13	4"-8" pumping operation time	9	HR	98.00	5,880.00	100.00	6,000.00
Traffic Control				subtotal	16,380.00	subtotal	41,000.00
14	Traffic control	н	LS	7,000.00	7,000.00	400,000.00	400,000.00
Structure Rehabilitation							
15	Invert Installation, 4' diameter	1	EA	800	800	1500	1,500.00
16	Invert Installation, 5' diameter	1	EA	006	006	1800	1,800.00
17	Invert Installation, 6' diameter	1	EA	1000	1000	2250	2,250.00
18	Invert Installation, 7' diameter	1	EA	1100	1100	2650	2,650.00
19	Invert Installation, 8' diameter	1	EA	1250	1250	3000	3,000.00
20	Drainage Structure Rehabilitation- Cementitious	10	VF	100	1000	009	6,000.00
Replacement Pipe (if applicable)	able)			subtotal	6,050.00	subtotal	17,200.00
21	15" smooth lined corrugated HDPE	10	LF	50.00	500.00	985.00	9,850.00
22	18" smooth lined corrugated HDPE	10	T.	62.50	625.00	995.00	9,950.00
23	24" smooth lined corrugated HDPE	10	T.	70.00	700.00	1,020.00	10,200.00
24	30" smooth lined corrugated HDPE	10	LF.	80.00	800.00	1,050.00	10,500.00
25	36" smooth lined corrugated HDPE	10	T.	90.00	900.00	1,220.00	12,200.00
26	42" smooth lined corrugated HDPE	10	T.	112.00	1,120.00	1,275.00	12,750.00
27	48" smooth lined corrugated HDPE	10	T.	125.00	1,250.00	1,295.00	12,950.00
28	4" solid corrugated polyethylene pipe	10	H	15.00	150.00	950.00	9,500.00
29	6" solid corrugated polyethylene pipe	10	5	20.00	200.00	960.00	9,600.00

Prepared by: Dana S. Johnson, P.E., CFM Senior Engineer Integrated Science and Engineering 8/18/2021

Official Bid Tabulation Form 2021 Storm Drain Lining 8/16/2021, at 11:00 am

		Ouzatitu	Hait	Hait Brico	Total Brice	I Init Drice	Total Brice
Bid Item	Description	Quantity	Onit	Onit Price	lotal Price	Unit Price	Iotal Price
30	8" solid corrugated polyethylene pipe	10	LF	22.00	220.00	970.00	9,700.00
31	10" solid corrugated polyethylene pipe	10	5	27.00	270.00	980.00	9,800.00
32	12" solid corrugated polyethylene pipe	10	5	30.00	300.00	00.066	9,900.00
33	15" Reinforced Concrete Pipe	10	T.	68.00	680.00	975.00	9,750.00
34	18" Reinforced Concrete Pipe	10	T.	105.00	1,050.00	985.00	9,850.00
35	21" Reinforced Concrete Pipe	10	LF	105.00	1,050.00	995.00	9,950.00
36	24" Reinforced Concrete Pipe	10	5	135.00	1,350.00	1,005.00	10,050.00
37	30" Reinforced Concrete Pipe	10	5	225.00	2,250.00	1,025.00	10,250.00
38	36" Reinforced Concrete Pipe	10	H	255.00	2,550.00	1,200.00	12,000.00
39	42" Reinforced Concrete Pipe	10	LF	257.00	2,570.00	1,250.00	12,500.00
40	48" Reinforced Concrete Pipe	10	H	285.00	2,850.00	1,400.00	14,000.00
41	15" aluminum coated corrugated metal pipe	10	되	40.00	400.00	995.00	9,950.00
42	18" aluminum coated corrugated metal pipe	10	ㅂ	93.50	935.00	1,005.00	10,050.00
43	21" aluminum coated corrugated metal pipe	10	占	77.50	775.00	1,020.00	10,200.00
44	24" aluminum coated corrugated metal pipe	10	귀	100.00	1,000.00	1,050.00	10,500.00
45	30" aluminum coated corrugated metal pipe	10	ㅂ	100.00	1,000.00	1,075.00	10,750.00
46	36" aluminum coated corrugated metal pipe	10	LF.	115.00	1,150.00	1,250.00	12,500.00
47	42" aluminum coated corrugated metal pipe	10	T.	215.00	2,150.00	1,300.00	13,000.00
48	48" aluminum coated corrugated metal pipe	10	LF.	225.00	2,250.00	1,350.00	13,500.00
Replacement Structures (if applicable)	applicable)			subtotal	31,045.00	subtotal	305,700.00
49	Complete catch basin, Group 1 (GDOT 1033/1034)	1	EA	785.00	785.00	4,000.00	4,000.00
20	Complete catch basin, Group 2 (GDOT 1033/1034)	н	EA	785.00	785.00	4,350.00	4,350.00
51	Replacement top for 1033/1034, complete	1	EA	1,750.00	1,750.00	1,300.00	1,300.00
52	Replace catchbasin throat only (single or double)	1	EA	2,800.00	2,800.00	1,500.00	1,500.00
53	Complete manhole, type 1 (GDOT 1011A)	1	EA	625.00	625.00	4,975.00	4,975.00
54	Complete manhole, type 2 (GDOT 1011A)	н	EA	775.00	775.00	5,250.00	5,250.00
55	Install manhole covers complete	1	EA	195.00	195.00	575.00	575.00
56	Complete drop inlet, group 1 (GDOT 1019A, 9031S, GC P&D)	1	EA	775.00	775.00	4,000.00	4,000.00
57	Complete drop inlet, group 2 (GDOT 1019A, 9031S, GC P&D)	П	EA	935.00	935.00	4,350.00	4,350.00
58	Replacement top GC P&D, with ring & cover, complete (609 & 610)	П	EA	1,500.00	1,500.00	1,000.00	1,000.00
59	Replacement top for GDOT 1019A, w/frame and grate, complete	1	EA	1,500.00	1,500.00	1,000.00	1,000.00
09	Replacement top for GDOT 9031S, w/steel plate, complete	1	EA	1,650.00	1,650.00	1,750.00	1,750.00
61	Install headwall	П	EA	1,750.00	1,750.00	4,500.00	4,500.00
. 62	Adjust manhole, catch basin, and drop inlet to grade	1	EA	950.00	950.00	1,200.00	1,200.00
Other				subtotal	16,775.00	subtotal	39,750.00
63	Engineer Directed Changes	н	ALLOWANCE	15,000.00	15,000.00	15,000.00	15,000.00
ENCHLESS STORM PIPE F	TRENCHLESS STORM PIPE REHABILITATION TECHNOLOGIES						
RED IN PLACE (CIPP) - ST	CURED IN PLACE (CIPP) - STYRENE, FINISHED THICKNESS, WATER,STEAM OR UV CURED- indicate which curing method	curing method					
64	15"Dia pipe - 7.5 mm, min thickness (12" or less)	16	LF	155.00	2,480.00	380.00	6,080.00

Prepared by: Dana S. Johnson, P.E., CFM Senior Engineer Integrated Science and Engineering 8/18/2021

## Official Bid Tabulation Form 2021 Storm Drain Lining 8/16/2021, at 11:00 am

	707/01/0	8/16/2021, dt 11:00 am				-	
				IPR Sout	IPR Southeast LLC	Ruby Co	Ruby Collins, Inc.
Bid Item	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
59	18"Dia pipe - 8.0 mm, min thickness (12' or less)	596	귀	79.00	47,084.00	165.00	98,340.00
99	24" Dia pipe - 11.0 mm, min thickness (12' or less)	618	딘	93.00	57,474.00	225.00	139,050.00
29	30" Dia pipe - 13.0 mm, min thickness (12' or less)	231	H	145.00	33,495.00	250.00	57,750.00
89	36" Dia pipe - 16.0 mm, min thickness (12' or less)	77	ㅂ	195.00	15,015.00	365.00	28,105.00
69	42" Dia pipe - 18.0mm, min thickness (12' or less)	91	片	240.00	21,840.00	400.00	36,400.00
70	48" Dia pipe - 21.0 mm, min thickness (12' or less)	166	LF	345.00	57,270.00	500.00	83,000.00
				subtotal	234,658.00	subtotal	448,725.00
	BASE BID SUBTOTAL (ITEMS 1-70)	70)		382,0	382,054.75	1,382,	1,382,495.00
ALT OPTION 1 - CURED IN PLA	ALT OPTION 1 - CURED IN PLACE (CIPP) - STYRENE-FREE, FINISHED THICKNESS, WATER,STEAM OR UV CURED- indicate which curing method	CURED- indicate whic	n curing method				
71	15"Dia pipe - 7.5 mm, min thickness (12" or less)	10	ㅂ	175.00	1,750.00	1,095.00	10,950.00
72	18"Dia pipe - 8.0 mm, min thickness (12' or less)	10	5	130.00	1,300.00	475.00	4,750.00
73	24" Dia pipe - 11.0 mm, min thickness (12' or less)	10	H	185.00	1,850.00	665.00	6,650.00
74	30" Dia pipe - 13.0 mm, min thickness (12' or less)	10	片	285.00	2,850.00	735.00	7,350.00
75	36" Dia pipe - 16.0 mm, min thickness (12' or less)	10	H.	375.00	3,750.00	1,200.00	12,000.00
76	42" Dia pipe - 18.0mm, min thickness (12' or less)	10	Ή	485.00	4,850.00	1,250.00	12,500.00
77	48" Dia pipe - 21.0 mm, min thickness (12' or less)	10	H.	670.00	6,700.00	1,575.00	15,750.00
	SUBTOTAL ALT OPTION 1 (ITEMS 71-77)	(77		23,0	23,050.00	6'69	69,950.00
ALT OPTION 2 - CENTRIFUGA	ALT OPTION 2 - CENTRIFUGALLY CAST STORM PIPE REHAB (CCCP)						
78	CCCP-30" Dia Pipe, 1.0" thickness	10	ㅂ	220.00	2,200.00	250.00	2,500.00
79	CCCP-36" Dia Pipe, 1.0" thickness	10	'n	265.00	2,650.00	275.00	2,750.00
80	CCCP-42" Dia Pipe, 1.0" thickness	10	H.	305.00	3,050.00	350.00	3,500.00
81	CCCP-48" Dia Pipe, 1.0" thickness	10	T.	395.00	3,950.00	375.00	3,750.00
	SUBTOTAL ALT OPTION 2 (ITEMS 78-81)	81)		11,8	11,850.00	12,5	12,500.00
ALT OPTION 3 - SPIRAL WOU	ALT OPTION 3 - SPIRAL WOUND PIPE REHABITLITATION (SPR) - not required for award						
82	SPR-15" Dia Pipe	10	Ą.	no bid	piq ou	365.00	3,650.00
83	SPR-18" Dia Pipe	10	T,	no bid	pid ou	155.00	1,550.00
84	SPR-24" Dia Pipe	10	ц	no bid	no bid	225.00	2,250.00
85	SPR-30" Dia Pipe	10	F.	no bid	no bid	250.00	2,500.00
86	SPR-36" Dia Pipe	10	5	no bid	no bid	365.00	3,650.00
87	SPR-42" Dia Pipe	10	귀	piq ou	no bid	400.00	4,000.00
88	SPR-48" Dia Pipe	10	Ę	piq ou	no bid	200.00	5,000.00
	SUBTOTAL ALT OPTION 3 (ITEMS 82-88)	-88)		ou uc	no bid	22,6	22,600.00

Summary of Bids	Base Bid	Option 1	Option 2	Option 3 - Not Required for Award	Total
IPR Southeast LLC	\$382,054.75	\$23,050.00	\$11,850.00	no bid	\$416,954.75
Ruby Collins, INC.	\$1,382,495.00	\$69,950.00	\$12,500.00	\$22,600.00	\$1,487,545.00

### Project Memorandum



Atlanta / Savannah / Mobile

1039 Sullivan Road, Newman, GA 30265

(p) 678.552.2106 (f) 678.552.2107

To:

John Martin

Copy to:

Jason Ray

Client:

City of Fairburn

file

From:

Hope Larisey

Date:

August 21, 2020

Project:

Stormwater Improvement Projects

Project #: 1009.1906

On July 23, 2020 the City of Fairburn (City) requested Integrated Science & Engineering, Inc. (ISE) identify stormwater pipes distributed throughout the city for possible pipe re-lining. Recent MS4 inspections were reviewed for pipes with "Severe" corrosion and structures with the condition assessment of "Poor" or "Needs Repair". From that review, six stormwater conveyance systems that could be suitable stormwater improvement projects are enclosed for your consideration. These six projects are grouped by the four subdivisions in which they occur:

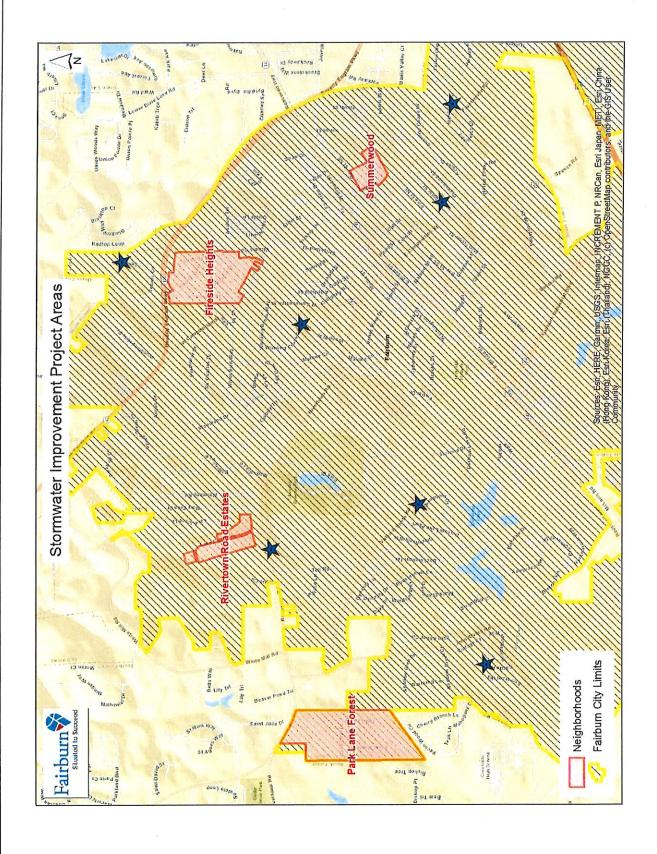
- Summerwood
- Fireside Heights
- Rivertown Road Estates
- Park Lane Forest

#### The following pages contain:

- an overall map of the four subdivisions in relation to the city limits,
- a location map of each subdivision containing the conveyance systems, and
- the nearest street address to the conveyance system followed by the condition assessment of the structures and pipes in the conveyance system.

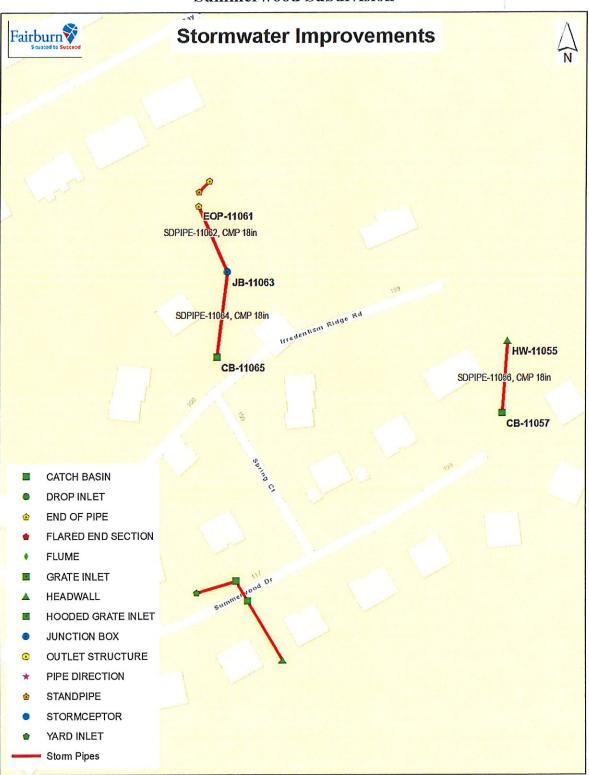
As a first step, ISE recommends the City perform field visits to the six locations and verify the existing conditions remain unfavorable. Next ISE recommends the City has excessive sediment removed from the pipes and structures to allow corrosion condition assessment.

We remain ready to assist the City if you have any questions or need additional information.



Page 2 of 13 August 21, 2020

#### **Summerwood Subdivision**



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#### 114 Spring Court Stormwater Line

CB-11065: catch basin full of debris, needs cleaning

SDPIPE-11064: 18" diameter CMP, 125 feet length



JB-11063: junction box full of debris, needs cleaning

SDPIPE-11062: 18" diameter CMP, approximately 100 feet length



EOP-11061: End of Pipe (downstream of SDPIPE-11062) buried by debris, needs cleaning

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#### 127 Summerwood Drive Stormwater Line

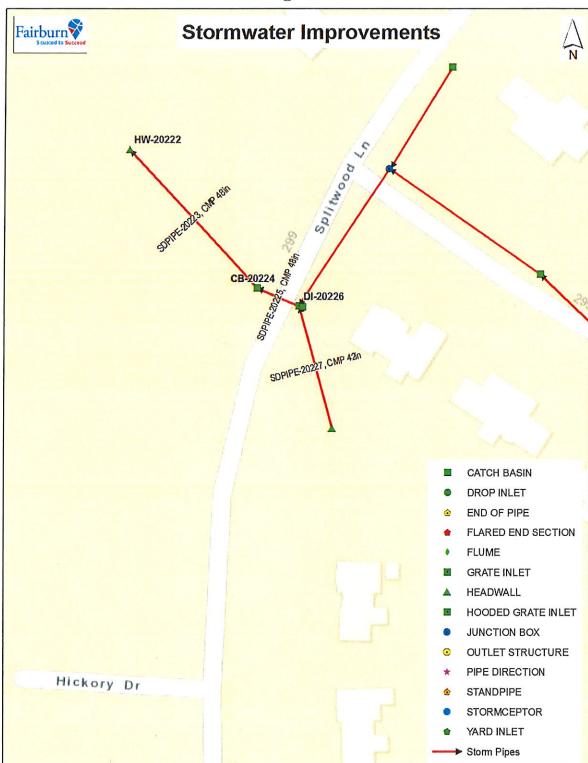
CB-11057: catch basin full of debris, needs cleaning

SDPIPE-11056: 18" diameter CMP, 105 feet length



HW-11055: buried, unable to locate, needs cleaning

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Fireside Heights Subdivision

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#### 215 Hearth Way Stormwater Line

SDPIPE-20227: 42" diameter CMP, 90 feet length, severe corrosion upstream and downstream

DI-20226: drop inlet, moderate debris, needs cleaning

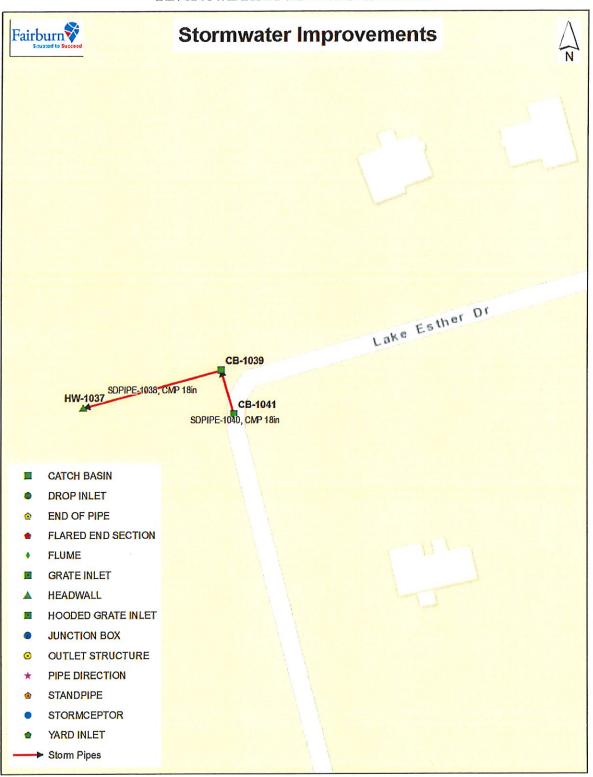
SDPIPE-20225: 48" diameter CMP, 35 feet length, severe corrosion upstream and downstream

CB-20224: catch basin, moderate debris, needs cleaning

SDPIPE-20223: 48" diameter CMP, approximately 135 feet length, severe corrosion upstream and downstream

HW-20222: Headwall separated, severe scour

#### **Rivertown Road Estates Subdivision**



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#### 6475 Lake Esther Drive Stormwater Line

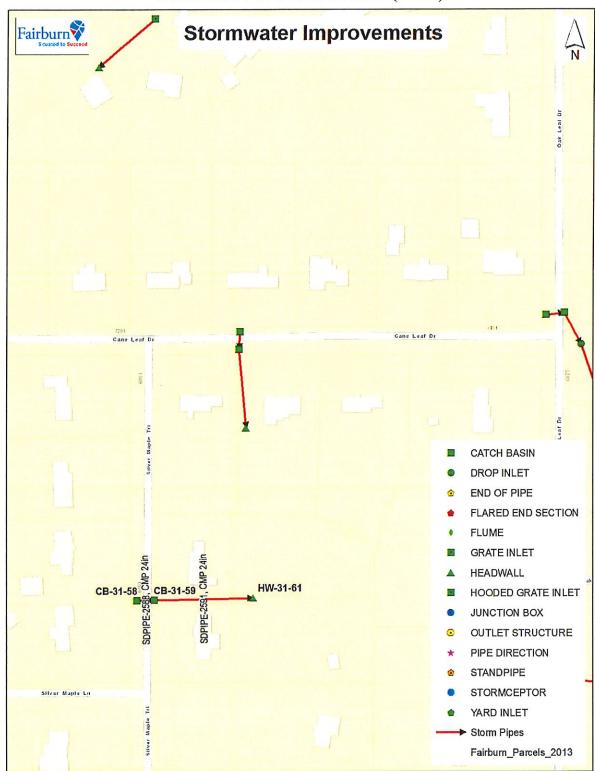
CB-1041: catch basin, full of sediment, needs cleaning

SDPIPE-1040: 18" diameter CMP, 35 feet length, severe corrosion upstream and downstream, downstream buried

CB-1039: catch basin, top broken/wrong lid

SDPIPE-1038: 18" diameter CMP, approximately 100 feet length, moderate corrosion upstream and downstream

HW-1037: Headwall in fair condition



Park Lane Forest Subdivision (1 of 2)

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#### 6900 Silver Maple Trail Stormwater Line

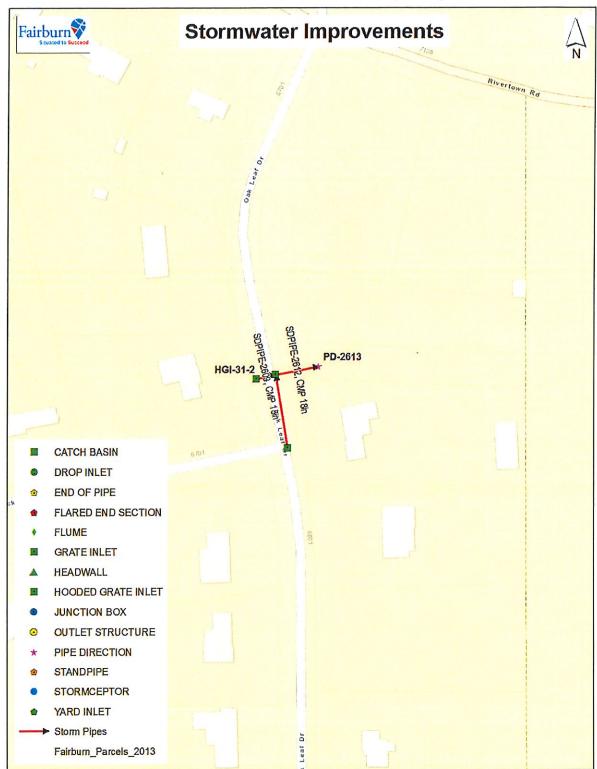
CB-31-58: catch basin, minor sediment and debris, standing water

SDPIPE-2588: 24" diameter CMP, 35 feet length, moderate corrosion upstream and downstream

CB-31-59: catch basin, minor sediment and debris, standing water

SDPIPE-2591: 24" diameter CMP, unknown length, moderate corrosion upstream, buried downstream

HW-31-61: headwall unable to locate, buried in sediment and debris



Park Lane Forest Subdivision (2 of 2)

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#### 6800 Oak Leaf Drive Stormwater Line

Hooded Grate Inlet: 100% full of sediment and debris, standing water in curb

PIPE: buried upstream and downstream, unknown attributes, approximately 105 feet length

HGI-31-2: hooded grate inlet, 100% full of sediment and debris

SDPIPE-2609: 18" diameter CMP, 30 feet length, buried upstream and downstream

HGI-31-1: hooded grate inlet, 100% full of sediment and debris

SDPIPE-2612: 18" diameter CMP, approximately 65 feet length, buried upstream and downstream

PD-2613: pipe direction, unable to locate outlet, buried in sediment and debris

#### MASTER SERVICES AGREEMENT CITY OF FAIRBURN

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

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

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

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

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

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

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

#### 2.0 SECTION 2 – BASIC ENGINEERING SERVICES

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

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

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

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

#### 3.0 SECTION 3 - SUPPLEMENTAL SERVICES

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

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

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

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

#### 5.0 SECTION 5 - CLIENT'S RESPONSIBILITIES

#### 5.1 CLIENT shall:

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

#### 6.0 SECTION 6 - ENGINEER'S RESPONSIBILITIES

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

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

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

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

#### 7.0 SECTION 7 - GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

CLIENT:

City of Fairburn

(Name) MARIO B. AUBRY

(Title) MAIDR

Attest: TOM RIDGWAY

ENGINEER:

Integrated Science & Engineering, Inc.

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

President

Attest:

### ATTACHMENT A

UNIT RATES
Integrated Science & Engineering, Inc.

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

Page 13 of 13

### **ADDENDUM No. 2**

### 2021 Storm Drain Lining

### City of Fairburn

**Bids Due:** 

August 16, 2021 @ 11:00 am

Pre-Bid Meeting:

N/A

**Bid Number:** 

21-007

ISE Project #:

1009.2101

Date:

8/11/2021

QUESTIONS AND ANSWERS CONCERNING THE REQUEST FOR BIDS LISTED ABOVE. PLEASE MAKE THE FOLLOWING CHANGES TO THE CONTRACT DOCUMENTS AND/OR TECHNICAL SPECIFICATIONS, ALL DOCUMENTS ARE ATTACHED:

1. What is the anticipated Notice to Proceed (NTP) date?

See Addendum No. 1, Question and Answer No. 1

2. Will the owner / engineer accept a GoPro post CCP rehab CCTV video? Or does it have to be in PACP format?

No, the PACP format is required.

3. What is the frequency of cube tests for the CCP spray lining? Ie. Every 42,000 lbs?

For CCP, the minimum number of tests per pipe diameter, per rehabilitation system is 1 and additionally the ASTM (C39 or C109) test standard for CCP for compressive strength requires 6 cubes per test, therefore 6 cubes will be required for each system rehabilitated with CCP.

4. Section 33 40 03 (CIPP SPECS) mentions 3,000 psi tensile. Would the City consider removing all tensile testing from the bid? Tensile testing is NOT applicable to gravity storm CIPP per ASTM F1216. Tensile forces are those that put strain on the pipe/liner as it pushes outward and is applicable in pressure pipe situations.

Yes, the OWNER will waive tensile testing for CIPP gravity storm pipe per ASTM F1216.

5. Will the owner / engineer allow air inversion / steam cure for the CIPP?

Yes, the owner will allow stream cure for CIPP and please indicate the method you are using on the bid form.

6. Will the owner / engineer allow hydrotite as an acceptable mechanical end seal?

Yes, Hydrotite is an acceptable mechanical end seal but must be accompanied with the manufacturer's approval in writing for the rehabilitation method you propose to use it with.

7. Will the owner / engineer be assisting the contractor on removing and resetting lids / tops (if needed to install the CIPP liner)?

No, the Contractor must be able to perform all aspects of the work including removing and resetting of lids.

8. Will there be a 3-year post warranty re-inspection? If yes, can we assume this cost will be paid for by the owner?

Yes, the Owner or the Owner's Engineer will perform the 3-year warranty inspection and prepare a written list of repairs and/or recommendation to release the warranty.

9. Section 33 40 03, Part B, 4, of the CIPP SPECS mentions "The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat source all along and through the pipe. Will the owner / engineer clarify if Vericure (continuous temperature monitoring throughout the entire length of the pipe) will be require, or will just monitoring the inversions pit, tail end, and any intermediate manholes suffice?

Vericure is not required. Contractor shall place monitors at all reasonable locations to verify that the minimum heat is applied. The monitors shall be able to be remotely monitored to gage the temperature of the incoming and outgoing heat source and appropriate sections along the pipe system.

10. Will the Owner/Engineer release Section 33 05 13 - Manholes and Structures

Yes, see attached to this Addendum additional Sections pertaining to Manhole Grout Sealing and Manholes and Structures. Add Sections 33 05 13 and 33 01 30 to the specifications at the end of the project manual.

11. Please advise what the extent of work for the structure rehabilitation includes (line items 15-20 on the revised bid form)? Manhole Lining, if so, is there a manufacturer requirement? Adjustment of ring and covers? Total VF of lining if lining is required?

The cost to adjust the ring and covers will be paid under line item #62. At this time relining of structures is not anticipated so the VF line item for relining a structure is not included. Line Item #20 will be used for structure repairs as needed and directed by the Engineer.

12. Per the Revised Bid form, can the Owner/Engineer add additional line items for "Drainage Structure Rehabilitation – Cementitious" (line item 20) for each different diameter invert noted? Each different diameter invert will have a different cost for material as the 8' diameter invert will be more than the 4' diameter invert.

No need for this line-item revision. There are structures that need some minor repair and this anticipated repair/rehab will be paid under the line items 15-20 accordingly. The storm structures are not all precast some are brick, some are block, some pre-cast but they are all in the 4-to-6-foot range in diameter and approximately 4 feet to 11 feet deep. Please reference the photos of each system that will be available for download and review prior to the Bid opening referenced in question #15 below.

### 13. Please advise if the LF of each pipe size is correct as the drawings are showing more LF than the revised bid form sent out on Addenda #2 shows.

Approximate pipe Lengths are as follows:

System #	Pipe Size	Approximate		
330-3-200	Diameter	Pipe Lengths (rounded)		
	(inches)	(feet)		
1	24"	171		
1	18"	248		
1	30	115		
2	15	16		
2	36	77		
3	18	123		
3	18	102		
4	24	80		
5	48	133		
5	48	33		
5	42	91		
6	18	29		
6	18	35		
6	18	32		
7	24	32		
7	24	86		
7	24	126		
Total approxin	nate length (feet)	1,529		
	Summary by pipes k	<u> </u>		
Pipe Diam	eter (inches)	Approximate Pipe Length (feet)		
•	15	16		
	18	569		
	24	495		
	30	115		
	36	77		
	42	91		
	48	166		
Total assuravis	nate length (feet)	1,529		

### 14. Per the spec's 4.03, B. Liquidated damages, If Substantial completion is not achieved by day 800 and final completion is not achieved.... Is this to be 80 days?

Delete section 4.03, B in the Agreement (00 52 00) and replace with the following:

Liquidated damages for each of the required dates and times are independent and additive; i.e., if Substantial Completion is not achieved by day 60 and Final Completion is not achieved within 90 days, liquid damages will be in effect for both Substantial and Final Completion, in total amount of \$500 per day.

### 15. Will the Owner/Engineer provide copies of CCTV files for pipe segments proposed for rehabilitation?

Yes, The Engineer will make the photos available for download and use by the bidders for purposes of bidding, however, these photos are taken from each end of the pipe systems and do not represent a full inspection of the systems.

### 16. Will the Owner provide a site for cleaning debris disposal to include location and covering any associated fees?

The Contractor will be responsible for removal of all debris, storage of debris until it is removed, and any and all cost associated with debris removal. Temporary storage of debris in an appropriate container located on the right of way in a manner that will not cause a traffic or health related hazard may be considered on a case-by-case basis but the contractor must bear the cost including but not limited to a plan for temporary storage, signage, fencing, and temporary traffic control measures until such time the container is removed. Contractor must also restore the site that is used for such temporary storage to its original condition after removal of debris and debris containment.

### 17. Will the Owner/Engineer state the manhole depths for cleaning and lining?

Storm structure depths are approximately 4 feet to 11 feet.

### Article 10, Pages 8-12 – Base Bid Form revised – 8/11/2021 (Items changed are highlighted in yellow)

### 2021 Storm Drain Lining - City of Fairburn

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Debris Removal	10	CY		
MOBILIZATI	ON AND EROSION CONTROL	hanne a series a			
2	Mobilization	7	EA		
3	Erosion Control BMP's & Temp/Perm Grassing	1	LS		
STORM SYS	тем ссту				
4	Storm Line TV Inspection (After Cleaning)	1529	LF		
STORM SYS	TEM CLEANING (assume 50% heavy)	Neg regional per mil			
5	15" pipe	16	LF		
6	18" pipe	569	LF		
7	24" pipe	495	LF		
8	30" pipe	115	LF		
9	36" pipe	77	LF		
10	42" pipe	91	LF		
11	48" pipe	166	LF		
BYPASS PUN	⊥ MPING (IF APPLICABLE)				
12	Bypass pumping setup	7	EA		
13	4"-8" pumping operation time	60	HR		
TRAFFIC CO	NTROL				
14	Traffic control	1	LS		
STRUCTURE	REHABILITATION (IF APPLICABLE)				1 2
15	Invert Installation, 4' diameter	1	EA		
16	Invert Installation, 5' diameter	1	EA		
17	Invert Installation, 6' diameter	1	EA		
18	Invert Installation, 7' diameter	1	EA		\(\text{}\)
19	Invert Installation, 8' diameter	1	EA		
20	Drainage Structure Rehabilitation - Cementitious	10	VF		
PIPE REPLAC	CEMENT (IF APPLICABLE)	Enter the state of the second			
21	15" smooth lined corrugated HDPE	10	LF		
22	18" smooth lined corrugated HDPE	10	LF		
23	24" smooth lined corrugated HDPE	10	LF		

24	30" smooth lined corrugated HDPE	10	LF		
25	36" smooth lined corrugated HDPE	10	LF		
26	42" smooth lined corrugated HDPE	10	LF		
27	48" smooth lined corrugated HDPE	10	LF		
28	4" solid corrugated polyethylene pipe	10	LF		
29	6" solid corrugated polyethylene pipe	10	LF		
30	8" solid corrugated polyethylene pipe	10	LF		
31	10" solid corrugated polyethylene pipe	10	LF		
32	12" solid corrugated polyethylene pipe	10	LF		
33	15" Reinforced Concrete Pipe	10	LF		
34	18" Reinforced Concrete Pipe	10	LF		
35	21" Reinforced Concrete Pipe	10	LF		
36	24" Reinforced Concrete Pipe	10	LF		
37	30" Reinforced Concrete Pipe	10	LF		
38	36" Reinforced Concrete Pipe	10	LF		
39	42" Reinforced Concrete Pipe	10	LF		
40	48" Reinforced Concrete Pipe	10	LF		
41	15" aluminum coated corrugated metal pipe	10	LF	12.00	
42	18" aluminum coated corrugated metal pipe	10	LF		
43	21" aluminum coated corrugated metal pipe	10	LF		
44	24" aluminum coated corrugated metal pipe	10	LF		
45	30" aluminum coated corrugated metal pipe	10	LF		
46	36" aluminum coated corrugated metal pipe	10	LF		
47	42" aluminum coated corrugated metal pipe	10	LF		
48	48" aluminum coated corrugated metal pipe	10	LF		
REPLACEM	ENT STRUCTURES (IF APPLICABLE)			*	•
49	Complete catch basin, Group 1 (GDOT 1033/1034)	1	EA		
50	Complete catch basin, Group 2 (GDOT 1033/1034)	1	EA		
51	Replacement top for 1033/1034, complete	1	EA		
52	Replace catch basin throat only (single or double)	1	EA		
53	Complete manhole, type 1 (GDOT 1011A)	1	EA		
54	Complete manhole, type 2 (GDOT 1011A)	1	EA		

55	Install manhole covers complete	1	EA		
56	Complete drop inlet, group 1 (GDOT 1019A, 9031S, GC P&D)	1	EA		
57	Complete drop inlet, group 2 (GDOT 1019A, 9031S, GC P&D)	1	EA		
58	Replacement top GC P&D, with ring & cover, complete	1	EA		
59	Replacement top for GDOT 1019A, w/frame and grate, complete	1	EA		
60	Replacement top for GDOT 9031S, w/steel plate, complete	1	EA		90
61	Install headwall	1	EA	7	
62	Adjust manhole, catch basin, and drop inlet to grade, adjust ring and cover.	1	EA	÷	
OTHER					
63	Engineer Directed Changes	1	ALLOW	\$15,000	\$15,000
RENCH	LESS STORM PIPE REHABILITATION TECHNO	LOGIES			
CURED IN I	PLACE (CIPP) – <b>STYRENE</b> , FINISHED THICKNESS, WATER,	STEAM o	r UV CUREI	D	
Circle the r	method of curing you are proposing: Water		Steam	U	V
64	15" Dia Pipe - 7.5 mm, min thickness (12' or Less)	16	LF		
65	18" Dia Pipe - 8.0 mm, min thickness (12' or Less)	569	LF		
66	24" Dia Pipe - 11.0 mm, min thickness (12' or Less)	495	LF		
67	30" Dia Pipe - 13.0 mm, min thickness (12' or Less)	115	LF		
68	36" Dia Pipe - 16.0 mm, min thickness (12' or Less)	77	LF		
69	42" Dia Pipe - 18.0 mm, min thickness (12' or Less)	91	LF		
70	48" Dia Pipe - 21.0 mm, min thickness (12' or Less)	166	LF		
		BASE B	ID SUBTOT	AL (ITEMS 1-70)	
Alt Option	1 - Cured In Place (CIPP) Styrene Free, Finished Thickne	ss, Water	, Steam or	UV Cured	
Circle the r	method of curing you are proposing: Water		Steam	U	V
71	15" Dia Pipe - 7.5 mm, min thickness (12' or Less)	10	LF		
72	18" Dia Pipe - 8.0 mm, min thickness (12' or Less)	10	·LF		
73	24" Dia Pipe - 11.0 mm, min thickness (12' or Less)	10	LF		
74	30" Dia Pipe - 13.0 mm, min thickness (12' or Less)	10	LF		
75	36" Dia Pipe - 16.0 mm, min thickness (12' or Less)	10	LF		
76	42" Dia Pipe - 18.0 mm, min thickness (12' or Less)	10	LF		
77	48" Dia Pipe - 21.0 mm, min thickness (12' or Less)	10	LF		
	1 10 Did i pe Zalo i i i i i i i i i i i i i i i i i i i		I		

78 CCCP - 30" Dia Pipe,					
79 CCCP - 36" Dia Pipe,		10	LF		
80 CCCP - 42" Dia Pipe,	1.0" thickness	10	LF		
81 CCCP - 48" Dia Pipe,	1.0" thickness	10	LF		
		SUBTOTAL AL	T OPTION	I 2 (ITEMS 78-81)	
r option 3 – Spiral Wound F	PIPE REHABILITATION (SPR) -	NOT REQUIR	ED FOR A	WARD	
82 SPR – 15" Dia Pipe		10	LF		
83 SPR – 18" Dia Pipe		10	LF		
84 SPR – 24" Dia Pipe		10	LF		
85 SPR – 30" Dia Pipe		10	LF		
86 SPR – 36" Dia Pipe		10	LF		
87 SPR – 42" Dia Pipe		10	LF		
88 SPR – 48" Dia Pipe		10	LF	2	
				3 (ITEMS 82-88)	
SE BID AND OPTIONS TOTAL SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE	OPTION 2 LINE ITEMS TO	BE CONSIDE	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT	OPTION 2 LINE ITEMS TO	BE CONSIDE	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE	OPTION 2 LINE ITEMS TO	BE CONSIDE E SUBCONTR	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70)	OPTION 2 LINE ITEMS TO	BE CONSIDE E SUBCONTR.	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77)	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE	BE CONSIDE E SUBCONTR. \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81)	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD	\$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81)	\$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1, 2	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE  SE BID (ITEMS 1-70)  OPTION 1 (ITEMS 71-77)  OPTION 2 (ITEMS 78-81)  OPTION 3 (ITEMS 82-88) — NO  TAL BID WITH ALT OPTION 1 &	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1, 2	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81) & 3 (ITEMS 1-88)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1 & TAL BID WITH ALT OPTION 1, 2 BID (ITEMS 1-70) in words:	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81) & 3 (ITEMS 1-88)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1 & TAL BID WITH ALT OPTION 1, 2 BID (ITEMS 1-70) in words: Option 1 (ITEMS 71-77) in words	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81) & 3 (ITEMS 1-88)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1 & TAL BID WITH ALT OPTION 1, 2 BID (ITEMS 1-70) in words:	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE T REQUIRED FOR AWARD 2 (ITEMS 1-81) & 3 (ITEMS 1-88)	\$ \$ \$ \$ \$	RED FOR	AWARD.	
SE BID, ALT OPTION 1, & ALT T OPTION 3 IS NOT REQUIRE SE BID (ITEMS 1-70) T OPTION 1 (ITEMS 71-77) T OPTION 2 (ITEMS 78-81) T OPTION 3 (ITEMS 82-88) — NO TAL BID WITH ALT OPTION 1 & TAL BID WITH ALT OPTION 1, 2 BID (ITEMS 1-70) in words: Option 1 (ITEMS 71-77) in words	T OPTION 2 LINE ITEMS TO D FOR AWARD AND CAN BE TREQUIRED FOR AWARD 2 (ITEMS 1-81) 8 3 (ITEMS 1-88)	\$ \$ \$ \$ \$	RED FOR	AWARD.	

### **ADDENDUM No. 3**

### 2021 Storm Drain Lining City of Fairburn

**Bids Due:** 

August 16, 2021 @ 11:00 am

**Pre-Bid Meeting:** 

N/A

**Bid Number:** 

21-007

ISE Project #:

1009.2101

Date:

8/12/2021

PLEASE MAKE THE FOLLOWING CHANGES TO THE CONTRACT DOCUMENTS AND/OR TECHNICAL SPECIFICATIONS, ALL DOCUMENTS ARE ATTACHED:

Further Clarification on pipe lengths; items in green have been updated please also see the updated bid form attached.

System #	Pipe Size	Approximate
	Diameter	Pipe Lengths (rounded)
	(inches)	(feet)
1	24"	171
1	18"	248
1	30	115
2	15	16
2	36	77
2	18	27
3	18	123
3	18	102
4	24	80
5	48	133
5	48	33
5	42	91
5	30	116
6	18	29

	Summary by pipes b	v diameter
Total approxim	ate length (feet)	1,779
A 12 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	24	133
7	24	96
7	24	86
7	24	32
6	18	32
6	18	35

Summary by pipes i	Summary by pipes by diameter				
	Approximate Pipe Length				
Pipe Diameter (inches)	(feet)				
15	16				
18	596				
24	618				
30	231				
36	77				
42	91				
48	166				
Total approximate length (feet)	1,779				

### Article 10, Pages 8-12 – Base Bid Form revised – 8/12/2021 (Items changed are highlighted in Green)

### 2021 Storm Drain Lining – City of Fairburn

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Debris Removal	10	CY		
MOBILIZATI	ON AND EROSION CONTROL				
2	Mobilization	7	EA		
3	Erosion Control BMP's & Temp/Perm Grassing	1	LS		
STORM SYS	тем ссту				>=10
4	Storm Line TV Inspection (After Cleaning)	1779	LF		
STORM SYS	TEM CLEANING (assume 50% heavy)				
5	15" pipe	16	LF		
6	18" pipe	596	LF		
7	24" pipe	618	LF	19	
8	30" pipe	231	LF		
9	36" pipe	77	LF		
10	42" pipe	91	LF		
11	48" pipe	166	LF		
BYPASS PUN	ЛРІNG (IF APPLICABLE)				
12	Bypass pumping setup	7	EA		
13	4"-8" pumping operation time	60	HR		
TRAFFIC CO	NTROL				
14	Traffic control	1	LS		
STRUCTURE	REHABILITATION (IF APPLICABLE)				
15	Invert Installation, 4' diameter	1	EA		
16	Invert Installation, 5' diameter	1	EA		
17	Invert Installation, 6' diameter	1	EA		
18	Invert Installation, 7' diameter	1	EA		
19	Invert Installation, 8' diameter	1	EA		
20	Drainage Structure Rehabilitation - Cementitious	10	VF		
PIPE REPLAC	CEMENT (IF APPLICABLE)			100	
21	15" smooth lined corrugated HDPE	10	LF		
22	18" smooth lined corrugated HDPE	10	LF		
23	24" smooth lined corrugated HDPE	10	LF		

24	30" smooth lined corrugated HDPE	10	LF	
25	36" smooth lined corrugated HDPE	10	LF	
26	42" smooth lined corrugated HDPE	10	LF	
27	48" smooth lined corrugated HDPE	10	LF	
28	4" solid corrugated polyethylene pipe	10	LF	
29	6" solid corrugated polyethylene pipe	10	LF	
30	8" solid corrugated polyethylene pipe	10	LF	
31	10" solid corrugated polyethylene pipe	10	LF	
32	12" solid corrugated polyethylene pipe	10	LF	
33	15" Reinforced Concrete Pipe	10	LF	
34	18" Reinforced Concrete Pipe	10	LF	
35	21" Reinforced Concrete Pipe	10	LF	
36	24" Reinforced Concrete Pipe	10	LF	
37	30" Reinforced Concrete Pipe	10	LF	i
38	36" Reinforced Concrete Pipe	10	LF	
39	42" Reinforced Concrete Pipe	10	LF	
40	48" Reinforced Concrete Pipe	10	LF	
41	15" aluminum coated corrugated metal pipe	10	LF	
42	18" aluminum coated corrugated metal pipe	10	LF	
43	21" aluminum coated corrugated metal pipe	10	LF	
44	24" aluminum coated corrugated metal pipe	10	LF	
45	30" aluminum coated corrugated metal pipe	10	LF	
46	36" aluminum coated corrugated metal pipe	10	LF	
47	42" aluminum coated corrugated metal pipe	10	LF	
48	48" aluminum coated corrugated metal pipe	10	LF	
REPLACEM	ENT STRUCTURES (IF APPLICABLE)		100	1 2
49	Complete catch basin, Group 1 (GDOT 1033/1034)	1	EA	
50	Complete catch basin, Group 2 (GDOT 1033/1034)	1	EA	
51	Replacement top for 1033/1034, complete	1	EA	
52	Replace catch basin throat only (single or double)	1	EA	
53	Complete manhole, type 1 (GDOT 1011A)	1	EA	
54	Complete manhole, type 2 (GDOT 1011A)	1	EA	

55	Install manhole covers complete	1	EA		
56	Complete drop inlet, group 1 (GDOT 1019A, 9031S, GC P&D)	1	EA		
57	Complete drop inlet, group 2 (GDOT 1019A, 9031S, GC P&D)	1	EA		
58	Replacement top GC P&D, with ring & cover, complete	1	EA		
59	Replacement top for GDOT 1019A, w/frame and grate, complete	1	EA		
60	Replacement top for GDOT 9031S, w/steel plate, complete	1	EA	e	
61	Install headwall	1	EA		
62	Adjust manhole, catch basin, and drop inlet to grade, adjust ring and cover.	1	EA		
OTHER		d.,			
63	Engineer Directed Changes	1	ALLOW	\$15,000	\$15,000
TRENCH	LESS STORM PIPE REHABILITATION TECHNO	LOGIES			
CURED IN	PLACE (CIPP) – <b>STYRENE</b> , FINISHED THICKNESS, WATER,	STEAM o	r UV CUREI	D	
Circle the r	method of curing you are proposing: Water		Steam	U	V
64	15" Dia Pipe - 7.5 mm, min thickness (12' or Less)	16	LF		
65	18" Dia Pipe - 8.0 mm, min thickness (12' or Less)	596	LF		i i
66	24" Dia Pipe - 11.0 mm, min thickness (12' or Less)	618	LF	*	
67	30" Dia Pipe - 13.0 mm, min thickness (12' or Less)	231	LF		
68	36" Dia Pipe - 16.0 mm, min thickness (12' or Less)	77	LF		
69	42" Dia Pipe - 18.0 mm, min thickness (12' or Less)	91	LF		
70	48" Dia Pipe - 21.0 mm, min thickness (12' or Less)	166	LF		
		BASE B	ID SUBTOT	AL (ITEMS 1-70)	
Alt Option	1 - Cured In Place (CIPP) Styrene Free, Finished Thickne	ss, Water	, Steam or	UV Cured	
Circle the i	method of curing you are proposing: Water		Steam	U	V
71	15" Dia Pipe - 7.5 mm, min thickness (12' or Less)	10	LF		
72	18" Dia Pipe - 8.0 mm, min thickness (12' or Less)	10	LF		
73	24" Dia Pipe - 11.0 mm, min thickness (12' or Less)	10	LF		
74	30" Dia Pipe - 13.0 mm, min thickness (12' or Less)	10	LF		
75	36" Dia Pipe - 16.0 mm, min thickness (12' or Less)	10	LF		
76	42" Dia Pipe - 18.0 mm, min thickness (12' or Less)	10	LF		
77	48" Dia Pipe - 21.0 mm, min thickness (12' or Less)	10	LF		
		STOTAL A	LT OPTION	1 (ITEMS 71-77)	

78	CCCP - 30" Dia Pipe, 1.0" thickness	10	LF		
79	CCCP - 36" Dia Pipe, 1.0" thickness	10	LF		
80	CCCP - 42" Dia Pipe, 1.0" thickness	10	LF		
81	CCCP - 48" Dia Pipe, 1.0" thickness	10	LF		
	S	UBTOTAL AL	T OPTION	2 (ITEMS 78-81)	
LT OPTIC	ON 3 – SPIRAL WOUND PIPE REHABILITATION (SPR) –	NOT REQUIR	ED FOR A	WARD	
82	SPR – 15" Dia Pipe	10	LF		
83	SPR — 18" Dia Pipe	10	LF		
84	SPR – 24" Dia Pipe	10	LF		
85	SPR – 30" Dia Pipe	10	LF		
86	SPR – 36" Dia Pipe	10	LF		
87	SPR – 42" Dia Pipe	10	LF		
	SPR – 48" Dia Pipe	10	LF		
88	SPK – 48 Dia Pipe	10	LI		
ASE BID BASE BID ALT OPTI	AND OPTIONS TOTALLED BELOW FOR EACH OPT , ALT OPTION 1, & ALT OPTION 2 LINE ITEMS TO I ON 3 IS NOT REQUIRED FOR AWARD AND CAN BE	ION LISTED BE CONSIDE	ABOVE;	AWARD.	
ASE BID BASE BID ALT OPTI	AND OPTIONS TOTALLED BELOW FOR EACH OPT , ALT OPTION 1, & ALT OPTION 2 LINE ITEMS TO I	UBTOTAL AL TION LISTED BE CONSIDE SUBCONTRA	ABOVE;	PRIME BIDDERS AWARD.	
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### CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #10 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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

Submitted: 09/07/2021 Work Session: N/A Council Meeting: 09/13/2021

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be \$50,000. The proposed expenditures will come out of the T-SPLOST, Admin-Program Mgt Account (360-0000-52-1110).

PUBLIC HEARING? ( ) Yes ( X ) No

<u>PURPOSE</u>: For Mayor and Council to approve Task Order #10 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Rivertown Road Pedestrian Improvements Project (21-002).

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

**FACTS AND ISSUES:** The agreement with Moreland Altobelli (Atlas) was approved with the understanding that task orders associated with Construction Management Services would be issued on an as need basis. As such, Task Order #10 for said services has been submitted for review and approval.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve Task Order #10 with Atlas Technical Consultants for Construction Engineering and Inspection Services on the Rivertown Road Pedestrian Improvements Project (21-002) and authorize the Mayor to sign the Task Order for an amount not to exceed \$50,000.

Elizabeth Carr-Hurst, Mayor



Date:

From:

Copy to:

September 7, 2021

Chris Parypinski

Hank Collins

To:

City of Fairburn

P.O. Box 145

Fairburn, Georgia 30213

Attn:

Mr. Lester Thompson

Project:

Rivertown Road Pedestrian Improvements Project #21-

002

TO No.:

10

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the construction work on Project Number 21-002

### **BACKGROUND INFORMATION**

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

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

- Provide inspection services for the installation of curb and gutter, sidewalk, open back catch basins, RRFB and associated striping as outlined in the contract with The Corbett Group, LLC for Project Number 21-002
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of \$50,000.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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

Authorization:	
As our authorization to proceed with the scope of voutlined herein, please sign in the space provided be Technical Consultants for our records.	
Authorized by:	Title: <u>Mayor</u>
Print Name: Elizabeth Carr-Hurst	Date:

September 7, 2021



### Rivertown Road Pedestrian Improvements Project #21-002 CEI Services

City of Fairburn

PERSONNEL COSTS:	EST HRS	RATE/HR	COST(\$)	
Coring	and Pavemen	t Investigation		
CONSTRUCTION SERVICES MGR	120	\$125.00	\$15,000	
SENIOR INSPECTOR	440	\$75.00	\$33,000	
		SUBTOTAL	\$48,000	
	DIRECT CO	OSTS		
		REPRODUCTION	ON/PLOTTING	\$0
			MILEAGE	\$2,000
		TOTAL DI	RECT COSTS	\$2,000
			TOTAL COST	\$50,000



### City of Fairburn

July 26, 2019

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

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

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

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

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

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

Sincerely,

Lester Thompson, Deputy Director Community Development/Public Works

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Moreland Altobelli Associates, LLC

President

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

### AGREEMENT FOR PROFESSIONAL SERVICES

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

### Recitals:

- A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").
- B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.
- C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.
- D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

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

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

- 3. <u>Contractor's Compensation</u>. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 Fee Proposal. Payments will be due as follows:
  - (a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;
  - (b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

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

- 4. <u>Contractor's Duties</u>. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.
  - 4.1 Contractor Personnel. Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.
- 5. <u>City's Responsibilities</u>. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:
  - (a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;
  - (b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;
  - (c) Establish procedures and guidelines for responding quickly to requests for information and documentation;
  - (d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.
- 6. <u>Duration and Termination</u>. This Agreement shall remain in effect until July 22, 2022, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such

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

- 7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.
- 8. <u>Insurance and Indemnity</u>. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.
- 9. <u>Assignability</u>. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.
- 10. <u>Confidentiality</u>. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.
- 11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

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

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

[Signature page follows]

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

	CONTRACTOR:
Address:	MORELAND ALTOBELLI ASSOCIATES, LLC, a
Moreland Altobelli Associates, Inc. 2450 Commence Avenue, Suite 100 Duluth, GA 30096	Limited liability company. Incorporated in Delaware on November 1, 2017, as a subsidiary of Atlas Technical Consultants.
Date signed by Contractor:  August 3, 200	By: Bull President  [CORPORATE SEAL]
	<u>CITY</u> :
Address: City of Fairburn 56 Malone St., SW	THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia
Fairburn, GA 30213	By: Elizabeth Care Heurt
Date signed by City:	Mayor: Elizabeth Carr-Hurst
July 22nd, 2019	Attest: Mana M. Mass
Approved as to form:	InterimCity Clerk: Shana T. Moss
Will I have	

[SEAL]

City Attorney: William Randy Turner

360-T-SPLOST Fund FINANCIAL SUMMARY

### REVE

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

PAGE:

	CURRENT BUDGET	CURRENT	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET	% OF BUDGET
REVENUE SUMMARY Taxes Investment Income	1,999,255.00	248,547.71	00.0	2,245,881.93	00.0	( 246,626.93) 887,299.78	112.34
Miscellaneous Revenue Other Financing Sources	3,165,788.00 1,692,393.00	0.00	0.00	1,525,021.51	0.00	1,692,393.00	48.17
TOTAL REVENUES	7,752,461.00	249,241.97	0.00	3,778,628.66	0.00	3,973,832.34	48.74
EXPENDITURE SUMMARY Non-Departmental	7,752,461.00	10,440.00	00.00	2,784,730.92	6,599.80	4,961,130.28	36.01
TOTAL EXPENDITURES	7,752,461.00	10,440.00	0.00	2,784,730.92	6,599.80	4,961,130.28	36.01
REVENUE OVER/(UNDER) EXPENDITURES	0.00	238,801.97	0.00	993,897.74	( 6,599.80) (	( 987,297.94) 0.00	0.00

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

N

PAGE:

360-T-SPLOST Fund

REVENUES	CURRENT	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BALANCE	% OF BUDGET
Taxes 360-0000-31-3400 T-Splost Revenue TOTAL Taxes	1,999,255.00	248,547.71	0.00	2,245,881.93 2,245,881.93	0.00	( 246, 626.93) ( 246, 626.93)	112.34
Investment Income 360-0000-36-1000 Interest Income 360-0000-36-9002 City of South Fulton. TOTAL Investment Income	0.00 895,025.00 895,025.00	694,26 0.00 694,26	0.00	7,725.22 0.00	0.00	( 7,725.22) 895,025.00 887,299.78	0.00
Miscellaneous Revenue 360-0000-38-9000 Misc Revenue 360-0000-38-9001 South Fulton CID TOTAL Miscellaneous Revenue	0.00 3,165,788.00 3,165,788.00	00.00	0.00	683,606,55 841,414.96 1,525,021.51	0.00	2,324,373.04 1,640,766.49	0.00 26.58 48.17
Other Financing Sources 360-0000-39-1000 Transfer from General 360-0000-39-9900 Budget Carryforward TOTAL Other Financing Sources	0.00 1,692,393.00 1,692,393.00	0.00	00.0	0.00	0.00	0.00 1,692,393.00 1,692,393.00	0.00
** TOTAL REVENUES **	7,752,461.00	249,241.97	00.0	3,778,628.66	0.00	3,973,832.34	48.74

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

PAGE:

360-T-SPLOST Fund Non-Departmental

DEPARTMENTAL EXPENDITURES	CORRENT BUDGET	CURRENT	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET	% OF BUDGET
Purchased-Contracted 360-0000-52-1100 Admin-Operations & Sa	0.00	00.0	00.0	00	c	c	6
360-0000-52-1110 Admin-Program Mgt	302,19	10,440.00	00.00	104,264.08	6,599.80	191,330,12	36.69
360-0000-52-2200 R&M-Maintenance & Saf		0.00	00.00	00.00	00.00	00.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	00.00	0.00	00.00	00.00	0.00
TOTAL Purchased-Contracted	302,194.00	10,440.00	0.00	104,264.08	6,599.80	191,330,12	36.69
Capital Outlay 360-0000-54-1400 Infrastruct-Ped & Str	x 318,894.00	00.00	0.00	55,627,42	C	87 990 590	7 44
360-0000-54-1410 Infrastruct-Roadway	7,131,373.00	0.00	00.00	2,624,839.42	00.00	4,506,533,58	36.81
TOTAL Capital Outlay	7,450,267.00	00.00	00.00	2,680,466.84	00.00	4,769,800.16	35.98
TOTAL Non-Departmental	7,752,461.00	10,440.00	00.00	2,784,730.92	6,599.80	4,961,130.28	36.01
				11 11 11 11 11 11 11			15 16 15 15 11 11 11
TOTAL EXPENDITURES	7,752,461.00	10,440.00	0.00	2,784,730.92	6,599.80	4,961,130.28	36.01

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