



## City of Fairburn Council Meeting- Zoom

October 25, 2021 at 7:00 pm

Dial (929) 205-6099

Meeting ID 770 964 2244

Electronic Device

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

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

The Honorable 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:

Ms. Shana Moss  
Temporary City Clerk

III. Invocation:

Apostle Danita Jones  
In His Great Name Ministries

IV. Adoption of City Council Minutes:

Councilmembers

- October 11, 2021 City Council Meeting Minutes (Zoom)
- October 11, 2021 Executive Session Minutes (Zoom)-November 8, 2021 Meeting

V. Adoption of the City Council Agenda:

Councilmembers

VI. Discussions:

None

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

VIII. Agenda Items:

**1. Office of the Mayor**

**Mayor Elizabeth Carr-Hurst**

- **Appointment of Temporary City Clerk**

- For Mayor and Council to approve the appointment of Ms. Shana Moss as the temporary City Clerk for the City of Fairburn from October 13, 2021-November 13, 2021

**2. Planning & Zoning**

**Ms. Tarika Peeks**

For Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat.

**3. Utilities Department**

**Mr. John Martin**

For Mayor and Council to approve Task Order #144 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of \$13,100.

**4. Utilities Department**

**Mr. John Martin**

For Mayor and Council to approve Task Order #145 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 NPDES Phase I Compliance Activities in the amount of \$22,870.

**5. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to approve the Change Order #4 Downtown LCI Streetscape Project for an amount of \$12,972.00.

**6. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to approve the Change Order #5 Downtown LCI Streetscape Project for an amount of 47,600.00.

**7. Community Development**

**Mr. Lester Thompson**

For Mayor and Council to approve Change Order #6 on the Downtown LCI Streetscape Project for an amount of \$148,987.45.

**8. Office of Turner, Ross, & Germain**

**City Attorney Randy Turner**

For Mayor and Council to Discuss and consider the adoption of the ordinance to continue City's mask mandate in response to COVID-19 transmission data.

IX. Council Comments

Councilmembers

X. Executive Session

NONE

XI. Adjournment

Councilmembers

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

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





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE APPOINTMENT OF MS. SHANA MOSS AS TEMPORARY CITY CLERK FOR THE CITY OF FAIRBURN FROM OCTOBER 13, 2021- NOVEMBER 13, 2021**

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

**Submitted: 10/15/2021**

**Work Session: N/A**

**Council Meeting: 10/25/2021**

**DEPARTMENT:** City Clerk

**BUDGET IMPACT:** \$1,000.00-1500.00- City Administrator Budget  
Professional Services: 100-1320-52-1200

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

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**PURPOSE:** To officially appoint Ms. Shana Moss as temporary City Clerk for the City of Fairburn from October 13-November 13, 2021

**HISTORY:** N/A

**FACTS AND ISSUES:** Deannia Ray, City Clerk for the City of Fairburn is out of the office on approved sick leave and is expected to return by November 13, 2021 in her official capacity.

**RECOMMENDED ACTION:** The official appointment of temporary City Clerk

  
Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FINAL PLAT 2021128 - Highway 74 and Meadow Glen Parkway Final Plat**

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

**Submitted: 10/19/2021**

**Council Meeting: 10/25/21**

**DEPARTMENT:** Community Development/Planning and Zoning Office

**BUDGET IMPACT:** N/A

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

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**PURPOSE:** For the Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat.

**FACTS AND ISSUES:**

The applicant, Foresite Group, is requesting to subdivide a 9.511-acre parcel at the intersection of Highway 74/Senoia Road and Meadow Glen Parkway into three (3) tracts.

The parcel will be subdivided as follows:

Tract #	Acreage
1	5.275
2	2.953
3	1.283

The plat meets the City's subdivision regulations and code of ordinances, such as the minimum lot size and lot frontage, setbacks, and buffer standards. The Planning and Zoning Commission unanimously approved the plat on Tuesday, September 7, 2021.

**Aerial view of the parcel**





**RECOMMENDED ACTION:** For the Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat which will allow the applicant to record the plat with Fulton County Superior Court.

**ATTACHMENT**

Highway 74 and Meadow Glen Parkway Final Plat

  
Elizabeth Carr-Hurst, Mayor







## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #144 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2021-2022 IMPAIRED WATERS SAMPLING OF WHITEWATER CREEK AND TRICKUM CREEK FOR THE ANNUAL NPDES REPORT**

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

**Submitted: 10/25/2021**

**Work Session: N/A**

**Council Meeting: 10/25/2021**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be \$13,100. The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

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

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**PURPOSE:** For Mayor and Council to approve Task Order #144 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of \$13,100.

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

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. All results will be provided in an Annual Water Quality Monitoring Report and included in the City's 2021-2022 Phase I NPDES MS4 Annual Report.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #144 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 Impaired Waters Sampling of Whitewater Creek and Trickum Creek and authorize the Mayor to sign the Task Order in the amount of \$13,100.

  
Elizabeth Carr-Hurst, Mayor

# TASK ORDER FORM

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

**To:** John Martin  
**Company:** City of Fairburn  
**Address:** 56 Malone Street  
 Fairburn, Georgia

**Date:** October 19, 2021  
**From:** Jason Ray, GISP  
**Copy to:**

**Project:** 2021-2022 Impaired Waters Sampling

**TOF #:** 144

## BACKGROUND

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

## SCOPE OF SERVICES

### *Task 1 – Water Quality Monitoring Program and Training*

#### Monitoring Locations

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

#### Physical and Chemical Parameters

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

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



# TASK ORDER FORM

pH	<i>In situ</i> <sup>(1)</sup>	pH directly influences the amount of chemical constituents that can be dissolved in water (solubility).
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(1) *In situ* measurements will be measured directly from the stream with a Horiba U-52 Multi Water Quality Checker

## Whitewater Creek Sampling Schedule

### *Fecal Coliform Bacteria*

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

### *Total Suspended Solids (TSS)*

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

## Trickum Creek Sampling Schedule

### *Total Suspended Solids (TSS)*

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

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

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

### ***Task 3 – Water Quality Report***

The monitoring results will be evaluated and compared to any baseline and previous data. A summary of the monitoring results and water quality evaluation will be provided in an Annual Water Quality Monitoring Report and included in the City's 2021-2022 Phase I NPDES MS4 Annual Report.

# TASK ORDER FORM

## SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 and Task 2 will be completed by April 30, 2022. Task 3 will be completed by June 15, 2022.

## FEE ESTIMATE

Task	Contract Amount
Task 1 – Water Quality Monitoring Program	\$8,600 (Lump Sum)
Task 2 – Microbial Source Tracing	\$2,500 (Lump Sum)
Task 3 – Water Quality Report	\$2,000 (Lump Sum)
<b>Total Contract Amount</b>	<b>\$13,100</b>

## AUTHORIZATION

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

City of Fairburn

Integrated Science & Engineering, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: Jason Ray, GISP

Title: Project Manager

Date: October 19, 2021



**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

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

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

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

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

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

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

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

**2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

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



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

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



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

### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

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

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

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

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



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

### **5.1 CLIENT shall:**

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

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

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

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

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



6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.

6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.

6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

## 7.0 SECTION 7 – GENERAL CONSIDERATIONS

7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.

7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.

7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

**7.4 Successors and Assigns.**

7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.

7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).

7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.

7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.

7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining



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

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

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

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

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

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

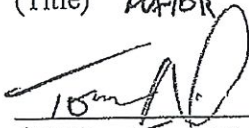
**CLIENT:**

City of Fairburn



(Name) MARIO B. AVERY

(Title) MAJOR



Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.



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

President



Attest:



## ATTACHMENT A

### UNIT RATES

Integrated Science & Engineering, Inc.

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #145 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2021-2022 NPDES PHASE I COMPLIANCE ACTIVITIES**

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

**Submitted: 10/25/2021**

**Work Session: N/A**

**Council Meeting: 10/25/2021**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be \$22,870. The proposed expenditures will come out of the Stormwater Account (506-0000-52-3900).

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

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**PURPOSE:** For Mayor and Council to approve Task Order #145 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 NPDES Phase I Compliance Activities in the amount of \$22,870.

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

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. This task order is to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed, inspect 20% of industrial facilities, document conditions and produce the required reports for the City's 2021-2022 Phase I NPDES MS4 Annual Report.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #145 with Integrated Science & Engineering, Inc. (ISE) for the 2021-2022 NPDES Phase I Compliance Activities and authorize the Mayor to sign the Task Order in the amount of \$22,870.

  
Elizabeth Carr-Hurst, Mayor





## TASK ORDER FORM

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

**To:** John Martin  
**Company:** City of Fairburn  
**Address:** 56 Malone Street  
Fairburn, Georgia

**Date:** October 19, 2021  
**From:** Jason Ray, GISP  
**Copy to:**

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**Project:** 2021-2022 NPDES Phase I Compliance Activities      **TOF #:** 145

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### BACKGROUND

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

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### SCOPE OF SERVICES

#### *Task 1 – Reporting Period Documentation Assistance*

Previously, Annual Report's have been late or on time with missing documentation. It has been our experience that with the reporting period ending at the beginning of summer, acquiring all documentation can be time consuming and staff may be on vacation. In order to assist the City with documentation collection and to ensure that all elements of the SWMP are being completed, ISE will assist the City on a monthly basis, starting January 2022. This will help facilitate the documentation collection process and ensure an on time and complete Annual Report. It is anticipated that ISE will work with multiple City departments.

#### *Task 2 – Phase I MS4 Inspections*

Based on the City's approved Stormwater Management Plan referenced in the National Pollutant Discharge Elimination System (NPDES) Phase I MS4 permit, the City is required to inspect all catch basins, storm pipes, and ditches in the 2021-2022 sector. All information will be recorded in a GIS database and then processed in the office to produce the required inspection forms. Please note that all work will be performed digitally and no hard copies are proposed as part of this effort. The data will be produced in a PDF format document and provided to the City for inclusion in the City's annual report due on June 15, 2022.

#### Deliverables

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

# TASK ORDER FORM

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## ***Task 3 – Dry Weather Screening***

In accordance with the City's approved SWMP, the City is required to complete Dry Weather Screening on 20% of the total number of outfalls within the city limits that outfall to Waters of the State annually. ISE will conduct Dry Weather Screening of the defined outfalls for the City during the 2021-2022 reporting period.

Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's NPDES Phase I 2021-2022 Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

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

### **Source Tracing**

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

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. A checklist will be filled out for each source tracing exercise. The checklist will be in a format that can be easily inserted in the City's 2021-2022 NPDES Phase I Annual Report.

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

## ***Task 4 – HVPS Inspections***

As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the HVPS inventory. Additionally, the City shall annually inspect 20% of the total number of HVPS facilities identified on the inventory. At this time, the City has 7 sites that would need to be inspected during the 2021-2022 period.



# TASK ORDER FORM

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

## ***Task 5 – Industrial Inspections***

As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the Industrial inventory. Additionally, the City shall annually inspect 20% of the total number of Industrial facilities identified on the inventory. At this time, the City has 6 sites that would need to be inspected during the 2021-2022 period.

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

## ***Task 6 – Phase I Annual Report***

ISE will work with City staff to collect information on programs implemented during the 2021 – 2022 reporting period. ISE will then develop the Annual report for submittal to the EPD. The Annual Report will be submitted to the EPD by the due date of June 15, 2022. EPD comments on the Annual Report will be addressed hourly.

### Deliverables

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

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## **SCHEDULE**

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 -Task 5 will be completed by April 30, 2022. Task 6 will be completed by June 15, 2022.

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## **FEE ESTIMATE**

<b>Task</b>	<b>Contract Amount</b>
Task 1 – Reporting Period Documentation Assistance	\$2,500 (Lump Sum)
Task 2 – Phase I MS4 Inspections	\$10,000 (Lump Sum)
Task 3 – Dry Weather Screening	\$1,500 (Lump Sum)
In-Situ Screening (\$110/Outfall)	(If Required)
Source Tracing (Hourly)	(If Required)
Task 4 – HVPS Inspections	\$1,330
Task 5 – Industrial Inspections	\$1,140
Task 6 – Phase I Annual Report	\$5,200 (Lump Sum)
Task 6.1 – EPD Comments	\$1,200 (Hourly, NTE)
<b>Total Contract Amount</b>	<b>\$22,870</b>

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## AUTHORIZATION

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

City of Fairburn

Integrated Science & Engineering, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: Jason Ray, GISP

Title: Project Manager

Date: October 19, 2021



**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

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

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

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

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

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

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

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

## **2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

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



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

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



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

### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

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

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

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

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



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

### **5.1 CLIENT shall:**

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

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

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



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

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



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

**7.4 Successors and Assigns.**

7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.

7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).

7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.

7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.

7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining



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

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

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


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

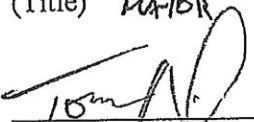
This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire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

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

**CLIENT:**

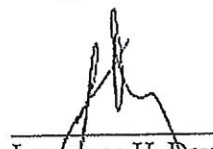
City of Fairburn

  
(Name) MARIO B. AVERY  
(Title) MAYOR

  
Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.

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

  
Attest:



## ATTACHMENT A

### UNIT RATES

Integrated Science & Engineering, Inc.

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CHANGE ORDER #4 ON THE DOWNTOWN LCI STREETScape PROJECT**

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

Submitted: 10/19/2021                      Work Session: N/A                      Council Meeting: 10/25/2021

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact will be 12,972.00. The project expenditures will come out of account number (250-4203-54-1403) Grant Fund, LCI Implementation Grant.

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

---

**PURPOSE:** For Mayor and Council to approve the Change Order #4 Downtown LCI Streetscape Project for an amount of \$12,972.00.

**HISTORY:** During their construction activities, the Contractor (P2K) for Downtown LCI Streetscape Project discovered a conflict with an existing drainage system and proposed drainage structure A1.2, and the wall footing of proposed Wall E located at the proposed steps to be installed at the former Smith Street Underpass.

**FACTS AND ISSUES:** In response to an RFI submitted, the design consultant (Stantec) instructed the Contractor to demolish the existing blind junction box and replace it with a section of similar pipe using concrete collars to connect the remaining pipes. The Contractor's response to those instructions resulted in the submission of Change Order Proposal #4 for an amount of \$12,972.00. In order to resolve this conflict, Change Order #3 must be approved.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the Change Order #5 for the Downtown LCI Street Project for amount of \$12,972.00.

  
Elizabeth Carr-Hurst, Mayor





October 14<sup>th</sup>, 2021

Mr. Lester Thompson  
Director of Community Development/Public Works  
City of Fairburn  
26 W. Campbellton St.  
Fairburn, Georgia 30213

20-191-L006RFP  
Page 1 of 1

Via e-mail

**Sub.: IFB 19-005, PI 0012636, SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET**

**Ref.: Proposal – Additional collars (unknown utility conflict)**

Dear Mr. Lester:

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

**Scope of work:**

- Remove and dispose of existing manhole found at sta. 14+75 45RT.
- Collar installation per GDOT standards.
- Backfill and compaction.
- Plug and abandon existing pipes.

The total amount for the work described above is \$11,052.00 and a time extension of 2 weeks. In addition, P2K will install 30 LF of 24in RCP pipe and bill it under the items in the contract for a total of \$1,920.00.

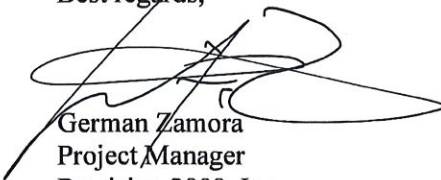
The total change request will be \$12,972.00.

**Notes:**

- This proposal expires in 30 days.

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

Best regards,



German Zamora  
Project Manager  
Precision 2000, Inc.

[illegible]



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

## 250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	105,303.03	0.00	142,678.79	0.00	551,813.21	20.54
250-0000-33-3060 CDBG	774,974.00	324,974.00	0.00	342,449.00	0.00	432,525.00	44.19
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	0.00	0.00	182,153.11	0.00	17,846.89	91.08
250-0000-33-4060 Nat'l Endow Arts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	430,277.03	0.00	667,280.90	0.00	1,002,185.10	39.97
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	27,475.38	0.00	23,597.62	53.80
250-0000-38-1001 Grant Revenue - Fire	512,619.00	0.00	0.00	530,476.19	0.00	17,857.19	103.48
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	834,796.24	0.00	1,864,041.66	0.00	1,961,819.34	48.72
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	41,031.21	0.00	58,968.79	41.03
TOTAL Miscellaneous Revenue	4,489,553.00	834,796.24	0.00	2,463,024.44	0.00	2,026,528.56	54.86
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
 ** TOTAL REVENUES **	 7,528,001.00	 1,265,073.27	 0.00	 3,130,305.34	 0.00	 4,397,695.66	 41.58





DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Capital Outlay	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
<b>TOTAL Police</b>	<b>51,073.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,065.00</b>	<b>0.00</b>	<b>41,008.00</b>	<b>19.71</b>





250-Grants Fund  
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1410 Interchange Design -	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
TOTAL Public Works Admin	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95

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

250-Grants Fund  
LMIG

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



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

250-Grants Fund  
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4202-54-1402 CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
TOTAL Capital Outlay	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
TOTAL CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21

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

250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	0.00	0.00	2,810,232.83	0.00	2,333,086.17	54.64
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	86,873.60	0.00	38,126.40	69.50
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99
TOTAL LCI Implementation	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99



[illegible]

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

250-Grants Fund  
Economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
<u>Purchased-Contracted</u>							
250-7500-52-1210 Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
<u>Capital Outlay</u>							
250-7500-54-2500 Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL Economic Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	7,528,001.00	0.00	0.00	3,797,764.99	0.00	3,730,236.01	50.45
	=====	=====	=====	=====	=====	=====	=====

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





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

**SUBJECT: APPROVAL OF CHANGE ORDER #5 ON THE DOWNTOWN LCI STREETSCAPE PROJECT**

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

**Submitted: 10/19/2021                      Work Session: N/A                      Council Meeting: 10/25/2021**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact will be 47,600.00. The project expenditures will come out of account number (250-4203-54-1403) Grant Fund, LCI Implementation Grant.

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

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**PURPOSE:** For Mayor and Council to approve the Change Order #5 Downtown LCI Streetscape Project for an amount of 47,600.00.

**HISTORY:** The Downtown LCI Streetscape project scope includes the rehabilitation of the former Smith Street underpass into a pedestrian walkway and plaza space. This will include a brick staircase, ADA ramp, and aesthetic improvements to the underpass, to include painting.

**FACTS AND ISSUES:** Over the years we have received several complaints about the appearance of the CSX Railroad underpasses located at SR 92 (E. Campbellton Street) and Cole Street. Since the painting of the former Smith Street underpass is already in the Downtown LCI Project scope, Staff thought it would be a good opportunity to address this issue. As such, upon request, the Contractor for the Downtown LCI Streetscape Project (P2K) submitted a Change Order Proposal to paint these underpasses for an amount of \$47,600. This amount is based on the existing unit price (\$23,800) in the contract.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the Change Order #5 for the Downtown LCI Street Project for amount of \$47,600.

  
Elizabeth Carr-Hurst, Mayor



October 14<sup>th</sup>, 2021

Mr. Lester Thompson  
Director of Community Development/Public Works  
City of Fairburn  
26 W. Campbellton St.  
Fairburn, Georgia 30213

20-191-L007RFP  
Page 1 of 1

**Via e-mail**

**Sub.: IFB 19-005, PI 0012636, SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET**

**Ref.: Proposal – Underpass Paint (Campbellton St and Cole St)**

Dear Mr. Lester:

As per your request, Precision 2000, Inc. (P2K) is pleased to provide to the City of Fairburn (CoF) the following price proposal for the above-referenced project. Our quote is based on additional quantities of current line items. Our proposal includes all the labor, materials, subcontractors, and equipment to perform the referenced job:

**Scope of work:**

- Pressure wash and paint underpass at Campbellton St.
- Pressure wash and paint underpass at Cole St.

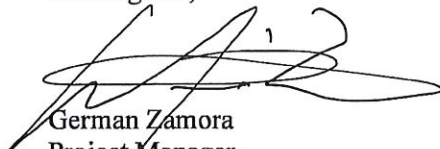
The total amount for the work described above is \$47,600.00 and a time extension of 2 weeks. P2K will honor the unit price including in our original proposal.

**Notes:**

- Proposal excludes structural repairs to the underpasses.
- This proposal expires in 30 days.

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

Best regards,



German Zamora  
Project Manager  
Precision 2000, Inc.



# SR 14; Campbellton Rd; Smith St & Washington St

Precision 2K

ITEM CODE	ITEM DESCRIPTION	UNIT	Quant	Unit Cost	Unit Total
<b>TRAFFIC CONTROL - 0012836</b>					
150-1000	TRAFFIC CONTROL	LS	1	\$ 78,146.00	\$ 78,146.00
<b>GRADING COMPLETE - 0012836</b>					
210-0100	GRADING COMPLETE	LS	1	\$ 622,800.00	\$ 622,800.00
670-9710	RELOCATE EXIST FIRE HYDRANT	EA	1	\$ 4,280.00	\$ 4,280.00
				Sub-Total	\$ 627,080.00
<b>ROADWAY/SIDEWALK - 0012836</b>					
310-1101	GR AGGR BASE CRS, INCL MATL	TN	720	\$ 39.30	\$ 28,296.00
402-1812	RECYL AC LEVELING, INC BM&HL	TN	200	\$ 181.30	\$ 36,260.00
402-3121	RECYCL AC 25 MM SP, GP1/2, BM & HL	TN	150	\$ 141.40	\$ 21,210.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP ONLY, INCL BITUM MATL & H LIM	TN	2,000	\$ 141.40	\$ 282,800.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,600	\$ 83.80	\$ 134,080.00
413-0750	TACK COAT	GL	8,350	\$ 4.11	\$ 34,318.50
430-0160	PLAIN PC CONC PVMT, 6 NTHK	SY	450	\$ 69.50	\$ 31,275.00
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	SY	3,000	\$ 13.40	\$ 40,200.00
432-0216	MILL ASPH CONC PVMT, 4 IN DEPTH	SY	14,000	\$ 7.50	\$ 105,000.00
437-1301	STRAIGHT GRANITE CURB, 6 IN X 18 IN, TP A	LF	3,550	\$ 50.10	\$ 177,855.00
437-1302	STRAIGHT GRANITE BANDING, 2 3/4 IN X 6 IN X 6 FT	LF	120	\$ 115.00	\$ 13,800.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	200	\$ 68.40	\$ 13,680.00
441-0104	CONC SIDEWALK, 4 IN	SY	4,420	\$ 37.20	\$ 164,424.00
441-0108	CONC SIDEWALK, 6 IN	SY	490	\$ 46.95	\$ 23,005.50
441-6222	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	LF	1,165	\$ 23.40	\$ 27,027.00
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	LF	1,500	\$ 27.10	\$ 40,650.00
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	175	\$ 610.00	\$ 106,750.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	297	\$ 950.00	\$ 282,150.00
500-9999	CLASS B CONCRETE, BASE OR PVMT WIDENING	CY	50	\$ 200.00	\$ 10,000.00
516-1100	ALUM HANDRAIL, STD 3626	LF	550	\$ 134.00	\$ 73,700.00
634-1200	RIGHT OF WAY MARKERS	EA	10	\$ 148.00	\$ 1,480.00
999-9500	GRANITE FACING	SF	760	\$ 20.50	\$ 15,580.00
999-9501	4" SEAT WALL CAP	SF	306	\$ 36.00	\$ 11,016.00
				Sub-Total	\$ 1,674,557.00
<b>STORM DRAIN - 0012636</b>					
207-0203	FOUNDATION BACKFILL MATERIAL, TYPE II	CY	20	\$ 140.00	\$ 2,800.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	444	\$ 55.00	\$ 24,420.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	31	\$ 64.00	\$ 1,984.00
573-2004	UNDDP PIPE INCL DRAINAGE AGGR, 4 IN	LF	150	\$ 28.00	\$ 4,200.00
611-3000	RECONSTRUCT CATCH BASIN	EA	1	\$ 2,360.00	\$ 2,360.00
611-3010	RECONSTRUCT DROP INLET, GROUP 1	EA	1	\$ 1,830.00	\$ 1,830.00
611-3030	RECONSTRUCT STORM SEW MANHOLE, TYPE 1	EA	4	\$ 1,850.00	\$ 7,400.00
668-1100	CATCH BASIN, GP 1	EA	2	\$ 3,580.00	\$ 7,160.00
668-2100	DROP INLET, GP 1	EA	9	\$ 3,338.00	\$ 30,042.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	2	\$ 4,577.00	\$ 9,154.00
999-0060	BIORETENTION AREA	SY	125	\$ 237.00	\$ 29,625.00
				Sub-Total	\$ 120,975.00
<b>EROSION CONTROL - 0012636</b>					
163-0232	TEMPORARY GRASSING	AC	1	\$ 823.00	\$ 823.00
163-0240	MULCH	TN	28	\$ 474.00	\$ 13,272.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	9	\$ 290.00	\$ 2,610.00



## SR 14; Campbellton Rd; Smith St & Washington St

			Precision 2K		
ITEM CODE	ITEM DESCRIPTION	UNIT	Quant	Unit Cost	Unit Total
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	110	\$ 2.00	\$ 220.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	9	\$ 146.00	\$ 1,314.00
167-1000	WATER MONITORING AND SAMPLING	EA	2	\$ 244.00	\$ 488.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	\$ 520.00	\$ 6,240.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	220	\$ 4.90	\$ 1,078.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	500	\$ 3.70	\$ 1,850.00
700-6910	PERMANENT GRASSING	AC	2	\$ 1,573.00	\$ 3,146.00
700-7000	AGRICULTURE LIME	TN	2	\$ 640.00	\$ 1,280.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	95	\$ 1.83	\$ 173.85
				Sub-Total	\$ 32,494.85
SIGNING AND MARKING - 0012636					
610-6515	REM HIGHWAY SIGN, STD	EA	40	\$ 92.00	\$ 3,680.00
611-5360	RESET HIGHWAY SIGN	EA	40	\$ 147.00	\$ 5,880.00
653-0095	HANDICAP SYMBOL	EA	2	\$ 488.00	\$ 976.00
653-0120	THERMOPLASTIC PAVEMENT MARKING, ARROW, TP 2	EA	14	\$ 118.00	\$ 1,652.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	4,000	\$ 0.78	\$ 3,120.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2,600	\$ 0.78	\$ 2,028.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	250	\$ 5.70	\$ 1,425.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	3,800	\$ 0.71	\$ 2,558.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	335	\$ 5.55	\$ 1,859.25
654-1001	RAISED PVMT MARKERS TP 1	EA	100	\$ 6.10	\$ 610.00
654-1002	RAISED PVMT MARKERS TP 3	EA	140	\$ 7.30	\$ 1,022.00
					\$ 24,808.25
TRAFFIC SIGNAL - 0012636					
639-4004	STRAIN POLE, TYPE IV, WITH 20' MASTARM	EA	1	\$ 9,090.00	\$ 9,090.00
639-4004	STRAIN POLE, TYPE IV, WITH 40' MASTARM	EA	3	\$ 10,040.00	\$ 30,120.00
639-4004	STRAIN POLE, TYPE IV, WITH 45' MASTARM	EA	1	\$ 10,170.00	\$ 10,170.00
639-4004	STRAIN POLE, TYPE IV, WITH 50' MASTARM	EA	4	\$ 10,250.00	\$ 41,000.00
639-4004	STRAIN POLE, TYPE IV, WITH 60' MASTARM	EA	1	\$ 19,500.00	\$ 19,500.00
639-4004	STRAIN POLE, TYPE IV, WITH 65' MASTARM	EA	1	\$ 39,900.00	\$ 29,900.00
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 1	LS	1	\$ 112,600.00	\$ 112,600.00
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 2	LS	1	\$ 115,700.00	\$ 115,700.00
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 3	LS	1	\$ 113,400.00	\$ 113,400.00
				Sub-Total	\$ 481,480.00
LANDSCAPE - 0012636					
700-8001	GRASSING - COMPLETE	LS	1	\$ 14,500.00	\$ 14,500.00
702-0068	*GUARA LINDHEIMERI	EA	506	\$ 44.00	\$ 22,264.00
702-0105	BETULA NIGRA	EA	3	\$ 900.00	\$ 2,700.00
702-0117	*CAREX CHEROKEENSISI	EA	506	\$ 42.00	\$ 21,252.00
702-0117	*CAREX STRICTA	EA	50	\$ 34.00	\$ 1,700.00
702-0214	CONTINUS SP	EA	9	\$ 785.00	\$ 7,065.00
702-0243	*CENTRANTHUS RUBER	EA	96	\$ 39.00	\$ 3,744.00
702-0274	FOTHERGILLA MAJOR	EA	17	\$ 79.00	\$ 1,343.00
702-0340	HYDRANGEA QUERCIFOLIA	EA	22	\$ 79.00	\$ 1,738.00
702-0395	ILEX CRENATA 'SOFT TOUCH'	EA	31	\$ 91.00	\$ 2,821.00
702-0479	ITEA VIRGINICA	EA	8	\$ 82.00	\$ 656.00
702-0585	LOBELIA CARDINALIS	EA	50	\$ 67.00	\$ 3,350.00
702-0610	LOROPETALUM CHINESE 'RUBY'	EA	37	\$ 85.00	\$ 3,145.00
702-0716	PACHYSANDRA PROCUMBENS	EA	394	\$ 27.00	\$ 10,638.00
702-0727	*GERANIUM MACULATUM	EA	50	\$ 39.00	\$ 1,950.00
702-0886	QUERCUS LYRATA	EA	3	\$ 860.00	\$ 2,580.00



## SR 14; Campbellton Rd; Smith St & Washington St

		Precision 2K			
ITEM CODE	ITEM DESCRIPTION	UNIT	Quant	Unit Cost	Unit Total
702-1012	*NEPETA RACEMOSA	EA	96	\$ 55.00	\$ 5,280.00
702-1040	SCHIZACHYRIUM SCOPARIUM	LF	901	\$ 24.00	\$ 21,624.00
702-1065	SYMPHYOTRICHUM NOVAE-ANGLIAE	EA	50	\$ 27.00	\$ 1,350.00
702-1082	ULMUS PARVIFOLIA	EA	11	\$ 842.00	\$ 9,262.00
702-1097	VIBURNUM DENTATUM	EA	25	\$ 86.00	\$ 2,150.00
702-9025	LANDSCAPE MULCH	SY	100	\$ 25.00	\$ 2,500.00
708-1000	PLANT TOPSOIL	CY	20	\$ 70.00	\$ 1,400.00
				Sub-Total	\$ 145,012.00
<b>MISCELLANEOUS - 0012636</b>					
156-0100	GPS DATA COLLECTION AND SUBMITTAL	EA	15	\$ 8,600.00	\$ 129,000.00
444-1000	SAWD JTS IN EXIST PVMTS - PCC	LF	3,000	\$ 4.00	\$ 12,000.00
610-1055	REM GUARDRAIL	LF	356	\$ 18.30	\$ 6,514.80
636-1033	HWY SGN, TP 1 MATL, REFL SH TP 9	SF	150	\$ 22.00	\$ 3,300.00
636-1033	*DECORATIVE CITY STREET SIGNAGE	SF	125	\$ 41.50	\$ 5,187.50
636-1036	HWY SGN, TP 1 MAT, REFL SH TP 11	SF	105	\$ 22.00	\$ 2,310.00
636-2070	GALV STEEL POSTS, TP 7	LF	52	\$ 10.60	\$ 551.20
636-2070	*ORNAMENTAL SIGNAGE POLES	EA	33	\$ 390.00	\$ 12,870.00
641-1100	GUARDRAIL, TP T	LF	21	\$ 107.00	\$ 2,247.00
641-1200	GUARDRAIL, TP W	LF	350	\$ 37.20	\$ 13,020.00
668-6106	TRENCH DRAIN, 6IN	LF	150	\$ 272.00	\$ 40,800.00
754-4000	WASTE RECEPTACLE UNIT	EA	10	\$ 1,480.00	\$ 14,800.00
754-5000	BENCH	EA	19	\$ 1,790.00	\$ 34,010.00
754-6000	BIKE RACK	EA	5	\$ 970.00	\$ 4,850.00
900-0039	BRICK PAVERS	SF	18,850	\$ 21.10	\$ 397,735.00
999-0039	*COBBLESTONE PAVERS	SF	3,100	\$ 55.80	\$ 172,980.00
900-0526	BOLLARDS	EA	9	\$ 610.00	\$ 5,490.00
999-8019	*RAILROAD STRUCTURE (CANTILEVERED PROTECTION CANOPY)	EA	1	\$ 32,000.00	\$ 32,000.00
999-8019	*RAILROAD UNDERPASS PAINT REHABILITATION	EA	1	\$ 23,800.00	\$ 23,800.00
999-9006	AS/BUILT/RECORD DRAWINGS	LS	1	\$ 17,950.00	\$ 17,950.00
500-2100	*TEXAS CLASSIC BARRIER	LF	190	\$ 308.00	\$ 58,520.00
				Sub-Total	\$ 988,935.50
<b>LIGHTING</b>					
681-3600	LIGHTING STD, SPCL DES - TYPE A	EA	20	\$ 7,314.00	\$ 146,280.00
681-3600	LIGHTING STD, SPCL DES - TYPE A1	EA	7	\$ 7,840.00	\$ 54,880.00
681-3600	LIGHTING STD, SPCL DES - TYPE B	EA	28	\$ 6,472.00	\$ 181,216.00
681-3600	LIGHTING STD, SPCL DES - TYPE E	EA	15	\$ 1,830.00	\$ 27,450.00
681-6205	LUMINAIRE, TP 2, 50W, LED	EA	70	\$ 610.00	\$ 42,700.00
682-1404	CABLE, TP XHHW, AWG NO 10	LF	3,500	\$ 0.73	\$ 2,555.00
682-1405	CABLE, TP XHHW, AWG NO 8	LF	12,500	\$ 0.85	\$ 10,625.00
682-1406	CABLE, TP XHHW, AWG NO 6	LF	5,900	\$ 1.22	\$ 7,198.00
682-1408	CABLE, TP XHHW, AWG NO 2	LF	7,100	\$ 1.53	\$ 10,863.00
682-6108	CONDUIT, RIGID, 3/4 IN	LF	400	\$ 6.10	\$ 2,440.00
682-6218	CONDUIT, NONMETL, TP 2, 3/4 IN	LF	210	\$ 6.10	\$ 1,281.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	4,000	\$ 7.93	\$ 31,720.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	800	\$ 13.42	\$ 10,736.00
682-9000	POWER SERVICE CABNET	EA	1	\$ 18,300.00	\$ 18,300.00
682-9021	ELECTR. JUNCTION BOX, CONC GROUND MOUNTED	EA	22	\$ 916.00	\$ 20,130.00
682-9950	DIRECTIONAL BORE - 2 IN	LF	800	\$ 4.88	\$ 3,904.00
900-0526	BOLLARDS - TYPE C LED COMPLETE	EA	4	\$ 2,150.00	\$ 8,600.00
				Sub-Total	\$ 580,878.00



**SR 14; Campbellton Rd; Smith St & Washington St**

ITEM CODE		ITEM DESCRIPTION	UNIT	Quant	Unit Cost	Unit Total
					Base Bid Total	\$ 4,762,326.35
<b>Additive Alternate #1 (Water Line Relocation)</b>						
500-3200	CLASS B CONCRETE (FOR THRUST RESTRAINTS)		CY	13.00	\$ 335.00	\$ 4,355.00
610-2370	REMOVE WATER MAIN, 8 IN		LF	30.00	\$ 70.00	\$ 2,100.00
611-8140	ADJUST WATER VALVE BOX TO GRADE		EA	8.00	\$ 346.00	\$ 2,768.00
670-1080	WATER MAIN, 8 IN		LF	40.00	\$ 93.00	\$ 3,720.00
670-1160	WATER MAIN, 16 IN		LF	330.00	\$ 130.00	\$ 42,900.00
670-1490	CUT AND CAP EXISTING WATER MAIN, 16 IN		EA	2.00	\$ 2,795.00	\$ 5,590.00
670-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	2.00	\$ 21,900.00	\$ 43,800.00
660-2000	GATE VALVE VAULT - 16-INCH		EA	2.00	\$ 10,880.00	\$ 21,760.00
					Sub-Total	\$ 126,993.00
					Total + Add Alternate #1	\$ 4,909,319.35

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Intergovernmental	1,669,466.00	430,277.03	0.00	667,280.90	0.00	1,002,185.10	39.97
Miscellaneous Revenue	4,489,553.00	834,796.24	0.00	2,463,024.44	0.00	2,026,528.56	54.86
Other Financing Sources	<u>1,368,982.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,368,982.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>7,528,001.00</u>	<u>1,265,073.27</u>	<u>0.00</u>	<u>3,130,305.34</u>	<u>0.00</u>	<u>4,397,695.66</u>	<u>41.58</u>
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	25,000.00	0.00	0.00	9,996.00	0.00	15,004.00	39.98
Police	51,073.00	0.00	0.00	10,065.00	0.00	41,008.00	19.71
Fire Department	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
Public Works Admin	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
LMIG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
LCI Implementation	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99
Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Economic Development	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>7,528,001.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,797,764.99</u>	<u>0.00</u>	<u>3,730,236.01</u>	<u>50.45</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>1,265,073.27</u>	<u>0.00</u>	<u>( 667,459.65)</u>	<u>0.00</u>	<u>667,459.65</u>	<u>0.00</u>



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

## 250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	105,303.03	0.00	142,678.79	0.00	551,813.21	20.54
250-0000-33-3060 CDBG	774,974.00	324,974.00	0.00	342,449.00	0.00	432,525.00	44.19
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	0.00	0.00	182,153.11	0.00	17,846.89	91.08
250-0000-33-4060 Nat'l Endow Arts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	430,277.03	0.00	667,280.90	0.00	1,002,185.10	39.97
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	27,475.38	0.00	23,597.62	53.80
250-0000-38-1001 Grant Revenue - Fire	512,619.00	0.00	0.00	530,476.19	0.00	17,857.19	103.48
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	834,796.24	0.00	1,864,041.66	0.00	1,961,819.34	48.72
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	41,031.21	0.00	58,968.79	41.03
TOTAL Miscellaneous Revenue	4,489,553.00	834,796.24	0.00	2,463,024.44	0.00	2,026,528.56	54.86
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
 ** TOTAL REVENUES **	 7,528,001.00	 1,265,073.27	 0.00	 3,130,305.34	 0.00	 4,397,695.66	 41.58

250-Grants Fund  
Non-Departmental

[illegible]



PAGE: 4

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Capital Outlay	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Police	51,073.00	0.00	0.00	10,065.00	0.00	41,008.00	19.71

250-Grants Fund  
Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-3500-54-2500 Grant Purchase - Fire	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
TOTAL Capital Outlay	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
TOTAL Fire Department	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00

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

250-Grants Fund  
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1410 Interchange Design -	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
TOTAL Public Works Admin	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95



250-Grants Fund  
LMIG

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

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

250-Grants Fund  
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4202-54-1402 CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
TOTAL Capital Outlay	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
TOTAL CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21

250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	0.00	0.00	2,810,232.83	0.00	2,333,086.17	54.64
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	86,873.60	0.00	38,126.40	69.50
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99
TOTAL LCI Implementation	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99



[illegible]

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

250-Grants Fund  
3economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
Purchased-Contracted							
250-7500-52-1210 Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
Capital Outlay							
250-7500-54-2500 Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL Economic Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL EXPENDITURES	7,528,001.00	0.00	0.00	3,797,764.99	0.00	3,730,236.01	50.45
<hr/>							

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CHANGE ORDER #6 ON THE DOWNTOWN LCI STREETScape PROJECT**

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

**Submitted: 10/19/2021**

**Work Session: N/A**

**Council Meeting: 10/25/2021**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact will be \$148,987.45. The project expenditures will come out of account number (250-4203-54-1403) Grant Fund, LCI Implementation Grant.

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

---

**PURPOSE:** For Mayor and Council to approve Change Order #6 on the Downtown LCI Streetscape Project for an amount of \$148,987.45.

**HISTORY:** The Downtown LCI Streetscape project scope includes the modification of the intersection of W. Broad and W. Campbellton Streets to accommodate the installation of pedestrian plazas, the removal of southbound right turn lane from W. Broad Street onto W. Campbellton Street, the reduction of the 35-foot radii at W. Campbellton St. to 25-feet, and the reduction of the width of the travel lanes on W. Campbellton Street from 12 feet to 11 feet.

**FACTS AND ISSUES:** Since these elements of the project were implemented, the City has received several complaints regarding the change in access onto W. Campbellton Street from W. Broad Street. As a result, the design consultant was asked to revise the plans to increase the turning radii at that intersection from 25-feet to 35-feet. The primary items that were adjusted are the curb, grass strip, concrete sidewalk/banding, HC ramps, exterior benches, and limits of the interior pavers. There are some adjustments to a couple of the utility items to better place them in relation to the grass/concrete. Upon completion of the plan revision, the Contractor (P2K) was asked to provide a change order proposal to implement the plan revisions. This resulted in the submission the change order request proposal for an amount of \$148,987.45. In order to move forward with the aforementioned changes, the proposed change order must be approved.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the Change Order #5 for the Downtown LCI Street Project for amount of \$148,987.45.

  
Elizabeth Carr-Hurst, Mayor





October 15<sup>th</sup>, 2021

Mr. Lester Thompson  
Director of Community Development/Public Works  
City of Fairburn  
26 W. Campbellton St.  
Fairburn, Georgia 30213

20-191-L008RFP

Page 1 of 2

Via e-mail

**Sub.: IFB 19-005, PI 0012636, SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET**

**Ref.: Proposal – W Campbellton Corner.**

Dear Mr. Lester:

As per your request, Precision 2000, Inc. (P2K) is pleased to provide to the City of Fairburn (CoF) the following price proposal for the above-referenced project. Our quote is based on lump sum items and additional quantities of current line items. Our proposal includes all the labor, materials, subcontractors, and equipment to perform the referenced job:

**Scope of work:**

- Complete the additional work submitted by Stantec on September 22<sup>nd</sup>, 2021.

DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
TRAFFIC CONTROL	LS	1.00	\$ 8,091.00	\$ 8,091.00
GRADING COMPLETE	LS	1.00	\$ 62,332.00	\$ 62,332.00
GR AGGR BASE CRS, INCL MATL	TN	15.00	\$ 39.30	\$ 589.50
RECYCLED ASPH CONC 12.5 MM SUPERPAVE	TN	10.00	\$ 141.40	\$ 1,414.00
TACK COAT	GL	10.00	\$ 4.11	\$ 41.10
CONC SIDEWALK, 6 IN	SY	25.00	\$ 46.95	\$ 1,173.75
CONC SIDEWALK, 4 IN	SY	180.00	\$ 37.20	\$ 6,696.00
CIRCULAR GRANITE CURB, 6 IN X 18 IN, TP A	LF	134.00	\$ 75.10	\$ 10,063.40
STRAIGHT GRANITE BANDING, 2 3/4 IN X 6 IN X 6 FT	LF	50.00	\$ 115.00	\$ 5,750.00
CLASS B CONCRETE, BASE OR PVMT WIDENING	CY	10.00	\$ 200.00	\$ 2,000.00
CLASS A CONCRETE, INCL REINF STEEL	CY	12.00	\$ 950.00	\$ 11,400.00
GRANITE FACING	SF	135.00	\$ 20.50	\$ 2,767.50
4" SEAT WALL CAP	SF	80.00	\$ 36.00	\$ 2,880.00
MULCH	TN	1.00	\$ 474.00	\$ 474.00
CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	1.00	\$ 290.00	\$ 290.00
BARRIER FENCE (ORANGE), 4 FT	LF	200.00	\$ 3.70	\$ 740.00
REM HIGHWAY SIGN, STD	EA	2.00	\$ 92.00	\$ 184.00
*NEPETA RACEMOSA	EA	96.00	\$ 55.00	\$ 5,280.00
LANDSCAPE MULCH	SY	68.00	\$ 25.00	\$ 1,700.00
PLANT TOPSOIL	TN	10.00	\$ 70.00	\$ 700.00
SAWD JTS IN EXIST PVMTS - PCC	LF	150.00	\$ 4.00	\$ 600.00
ORNAMENTAL SIGNAGE POLES	EA	2.00	\$ 390.00	\$ 780.00
BRICK PAVERS	SF	1,092.00	\$ 21.10	\$ 23,041.20
			<b>TOTAL</b>	<b>\$ 148,987.45</b>



October 15<sup>th</sup>, 2021

Mr. Lester Thompson  
Director of Community Development/Public Works  
City of Fairburn  
26 W. Campbellton St.  
Fairburn, Georgia 30213

20-191-L008RFP  
Page 2 of 2

**Via e-mail**

The total amount for the work described above is \$148,987.45 and a time extension of 2 months.

Notes:

- This proposal expires in 30 days.

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

Best regards,

A handwritten signature in black ink, appearing to read 'German Zamora', is positioned above the digital signature block.

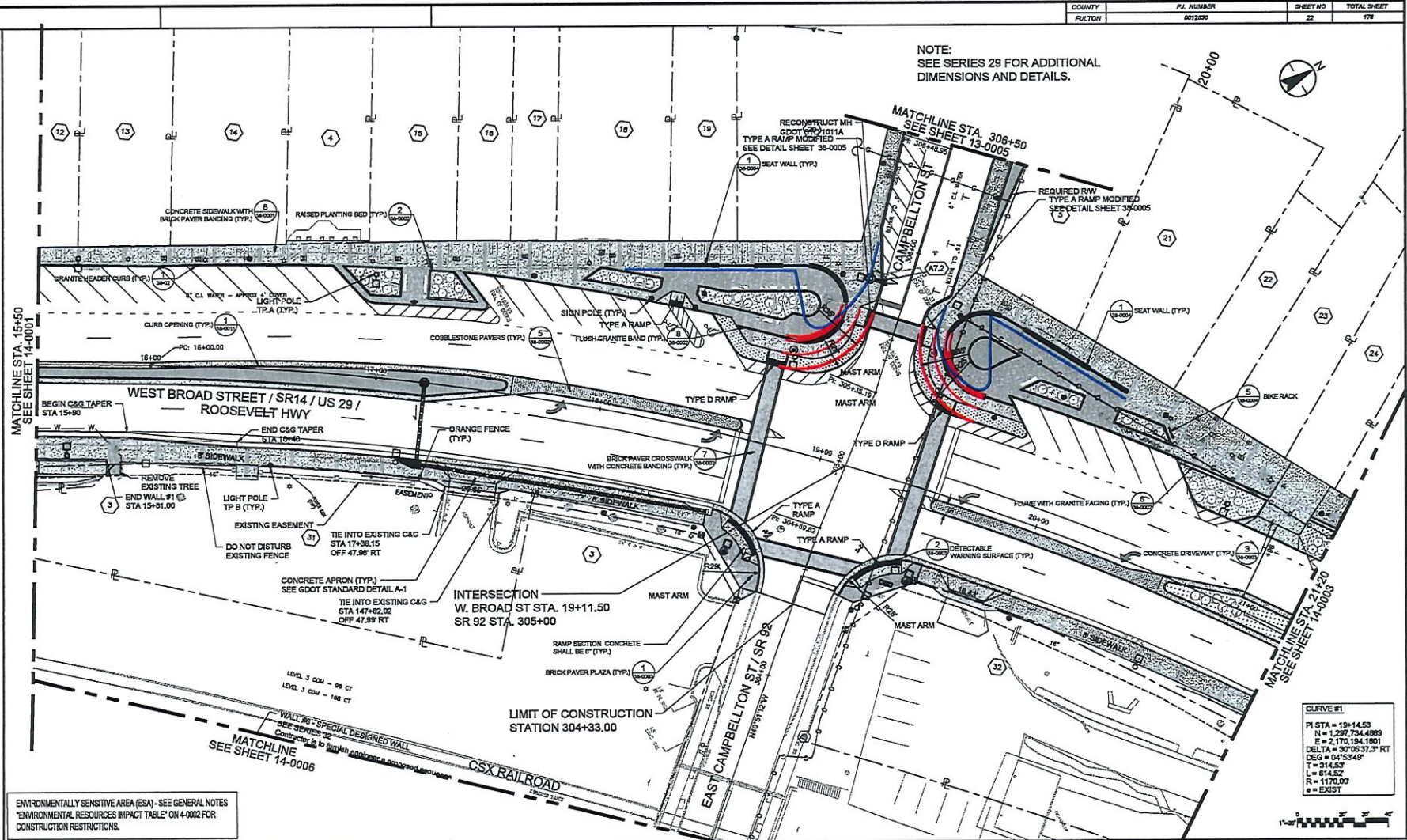
Digitally signed by German  
Zamora  
Date: 2021.10.15 15:46:12 -04'00'

German Zamora  
Project Manager  
Precision 2000, Inc.



COUNTY	PL. NUMBER	SHEET NO.	TOTAL SHEET
FULTON	0012554	22	174

NOTE:  
SEE SERIES 25 FOR ADDITIONAL  
DIMENSIONS AND DETAILS.



<b>CURVE #1</b>
PI STA = 19+14.53
N = 1,207,734.4889
E = 2,170,194.1801
DELTA = 30°10'25.2" RT
DEG = 04°53'49"
T = 514.53
L = 814.52
R = 1170.00
• = EXIST

ENVIRONMENTALLY SENSITIVE AREA (ESA) - SEE GENERAL NOTES  
"ENVIRONMENTAL RESOURCES IMPACT TABLE" ON 4-0002 FOR  
CONSTRUCTION RESTRICTIONS.

PROPERTY AND EXISTING R/W LINE  
REQUIRED R/W LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES  
EASEMENT FOR CONSTR  
& MAINTENANCE OF DRAINAGE

ORANGE BARRIER FENCE  
ENVIRONMENTALLY  
SENSITIVE AREA  
BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS .....ELA  
LIMIT OF ACCESS  
REQ'D R/W & LIMIT OF ACCESS



REVISION DATES

CITY OF FAIRBURN, GEORGIA

**LAYOUT PLAN**  
SR 14 / US 29 / WEST BROAD STREET  
SR 14; CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI  
1782202090 / P/B 0012636 12/22/2017

DRAWING NO.



# SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI

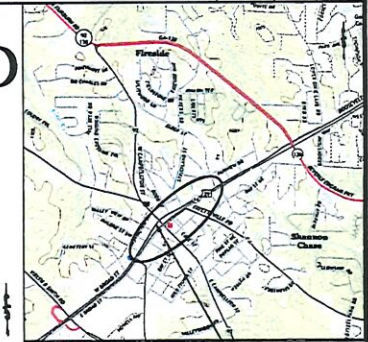
P.I. Number: 0012636

FEDERAL ROUTE US29

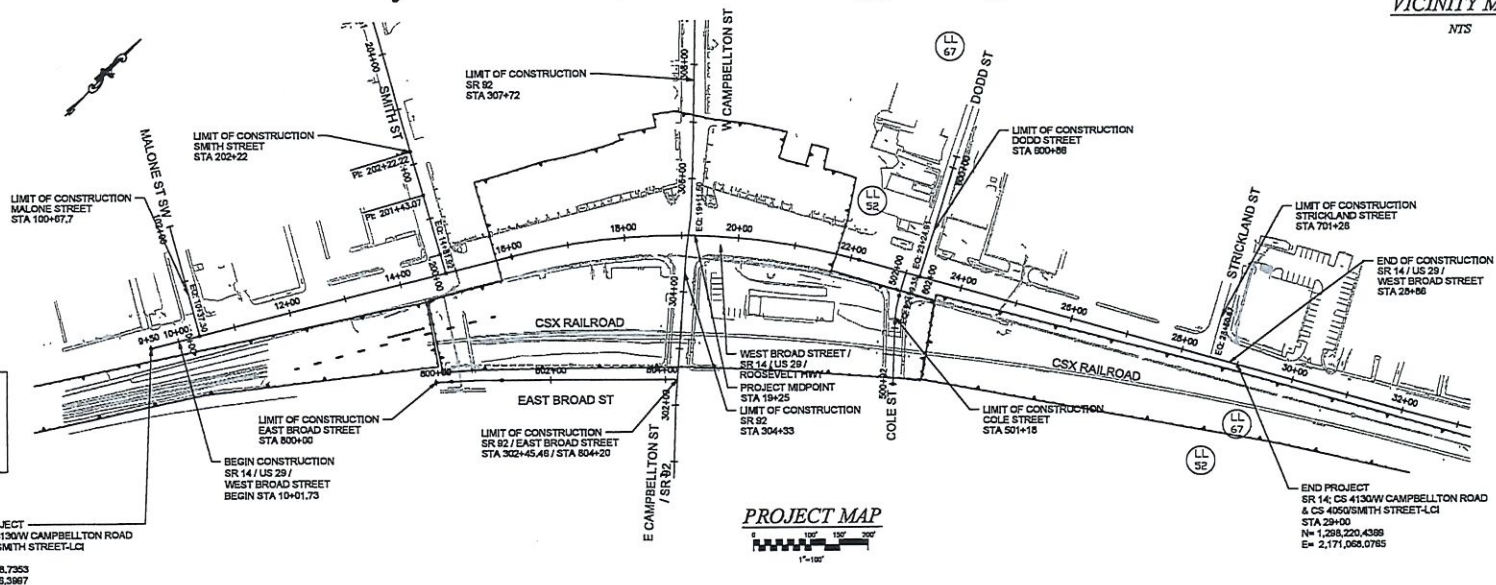
STATE ROUTE 14

City of Fairburn, Fulton County, Georgia

COUNTY: FULTON P.I. NUMBER: 0012636 SHEET NO: 178 TOTAL SHEET: 178



VICINITY MAP  
NTS



PROJECT MAP  
1"=100'

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY AND LAND DISTRICT B, LAND LOTS 52 & 67.  
THIS PROJECT IS LOCATED 100% IN US CONGRESSIONAL DISTRICT 13.  
THIS PROJECT IS EXEMPT.

**SURVEY REFERENCE:**  
COORDINATES SHOWN ARE BASED UPON THE GEORGIA STATE PLANE COORDINATE SYSTEM NAD-83 WEST ZONE. (1994 HARK ADJUSTMENT)  
VERTICAL DATUM: NAVD 1988

BEGIN PROJECT  
SR 14; CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI  
STA 9+50  
N= 1,296,908.7353  
E= 2,106,696.5967

DESIGN DATA FOR SR14/US29/BROAD STREET:	
DESIGN SPEED	35MPH
ADT (2020)	20,000
ADT (2040)	24,375
# TRUCKS (2020)	10%
# TRUCKS (2040)	10%
FUNCTIONAL CLASS	URBAN MINOR ARTERIAL
DIVY (DESIGN HOUR VOLUME)	
2020 = 1,620	
2040 = 1,680	
DIRECTIONAL DISTRIBUTION	= 80% EASTBOUND, 20% WESTBOUND

MIDPOINT COORDINATE  
STATION 19+25.00  
N= 1,297,716.8462  
E= 2,170,235.8800

PLANS PREPARED BY: STANTEC  
DATE: DECEMBER 14 2018

LENGTH OF PROJECT FULTON COUNTY	
NET LENGTH OF ROADWAY	0.3693
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.3693
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.3693

REVISION	DATE
INTERIOR RAIL	09/10/21

PROJECT TYPE: ENHANCEMENT  
THIS PROJECT CONTAINS POST CONSTRUCTION BMP'S.

**NOTE:**  
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA MEAN, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

NOTICE OF LOCATION AND DESIGN APPROVAL DATE: 2/17/2016

DRAWING NO.  
01-0001

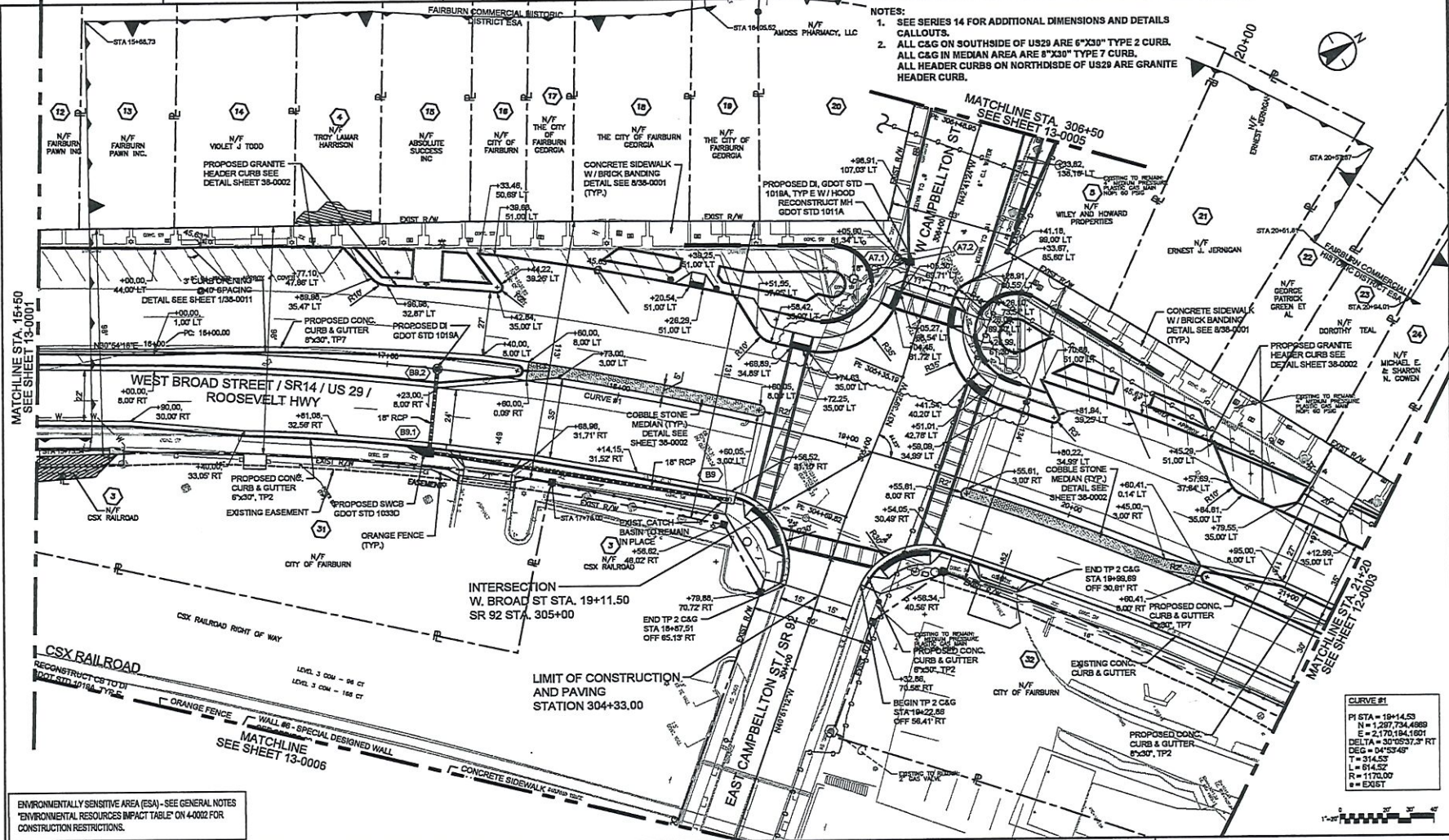
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REVISION DATES		
06/10/21		

SR 14; CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI  
178202090 / PI# 0012636 12/22/2017

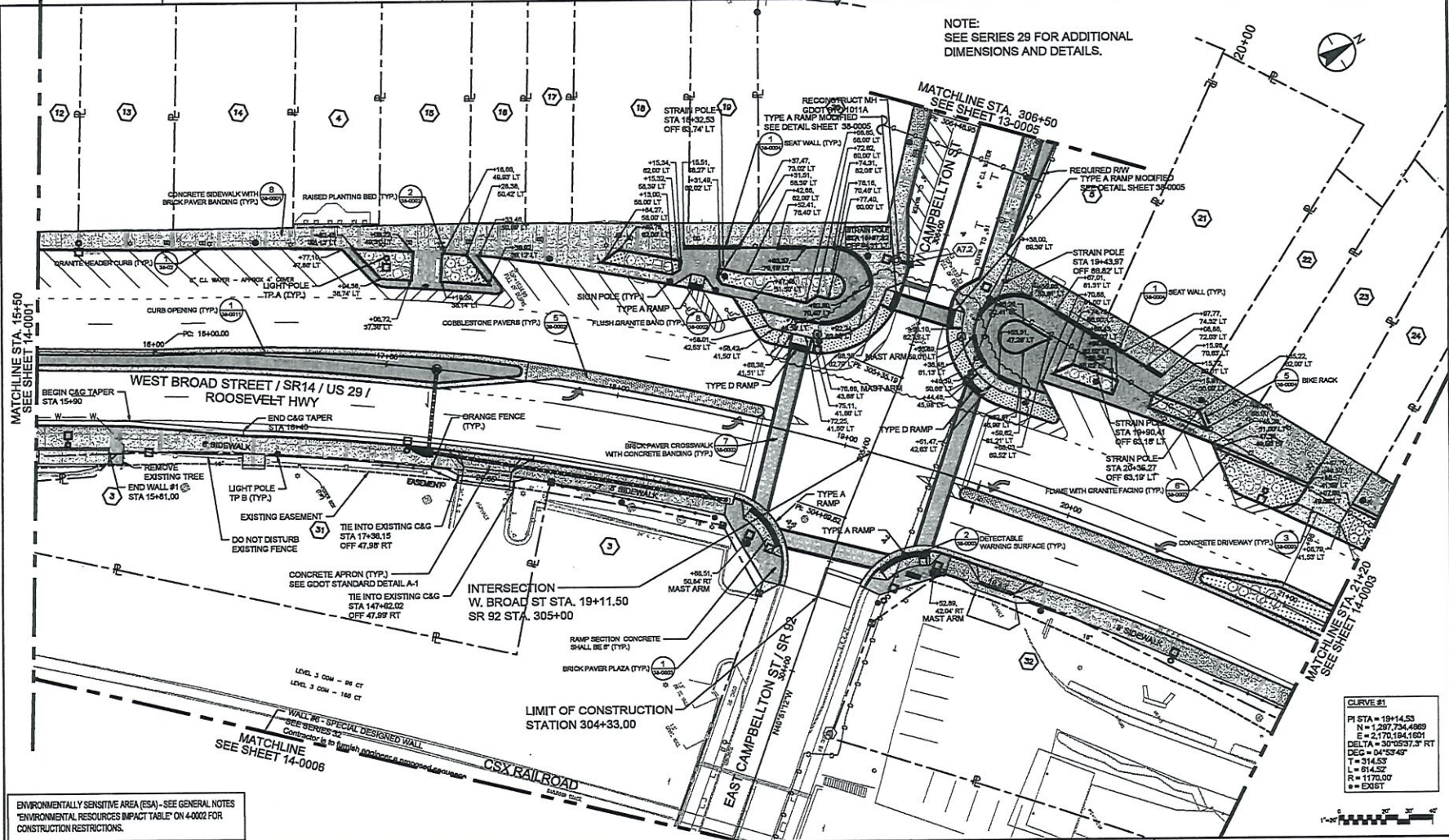
DRAWING No.  
03-0001







NOTE:  
SEE SERIES 29 FOR ADDITIONAL  
DIMENSIONS AND DETAILS.



ENVIRONMENTALLY SENSITIVE AREA (ESA) - SEE GENERAL NOTES  
"ENVIRONMENTAL RESOURCES IMPACT TABLE" ON 4-0002 FOR  
CONSTRUCTION RESTRICTIONS.

PROPERTY AND EXISTING ROW LINE  
REQUIRED ROW LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES  
EASEMENT FOR CONSTR  
& MAINTENANCE OF DRAINAGE

ORANGE BARRIER FENCE  
ENVIRONMENTALLY  
SENSITIVE AREA  
BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS .....ELA  
LIMIT OF ACCESS  
REQ'D ROW & LIMIT OF ACCESS



REVISION DATES	
08/10/21	

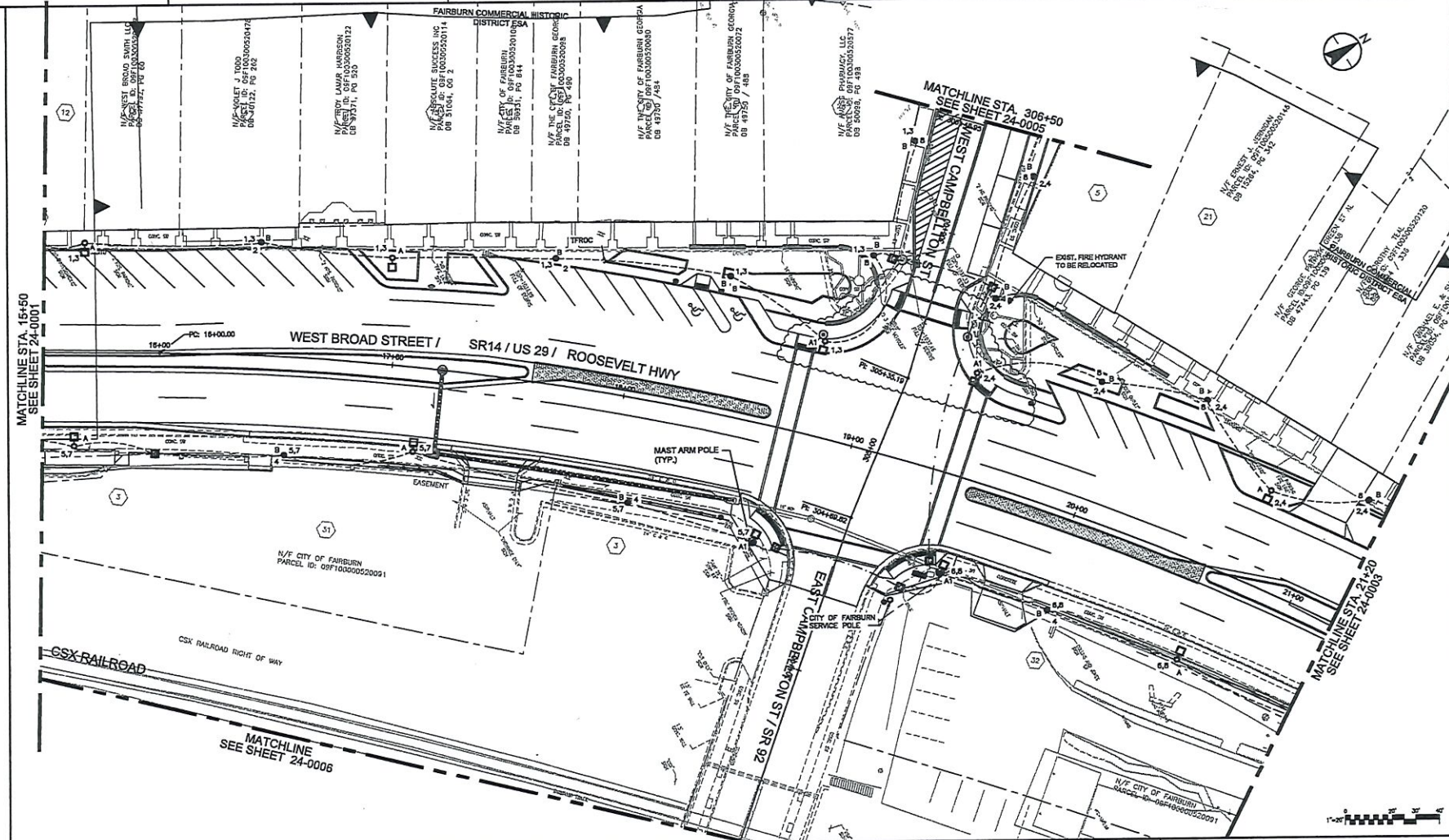
CITY OF FAIRBURN, GEORGIA

**LAYOUT PLAN**  
SR 14 / US 29 / WEST BROAD STREET  
SR 14; CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI  
178202090 / P# 0012636 12/22/2017

DRAWING No. 14-0002



COUNTY	P.L. NUMBER	SHEET NO.	TOTAL SHEET
FULTON	0012636	55	178



PROPERTY AND EXISTING R/W LINE	—E—
REQUIRED R/W LINE	—C—
CONSTRUCTION LIMITS	—F—
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Cross-hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Diagonal-hatched Box]
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE	[Stippled Box]
ORANGE BARRIER FENCE	[Dashed Line]
ENVIRONMENTALLY SENSITIVE AREA	[Wavy Line]
BEGIN LIMIT OF ACCESS	.....BLA
END LIMIT OF ACCESS	.....ELA
LIMIT OF ACCESS	—
REQ'D R/W & LIMIT OF ACCESS	—



REVISION DATES	
03/10/21	

CITY OF FAIRBURN, GEORGIA

**UTILITY PLAN**

SR 14 / US 29 / WEST BROAD STREET  
 SR 14; CS 4130/W CAMPBELLTON ROAD  
 & CS 4050/SMITH STREET-LCI

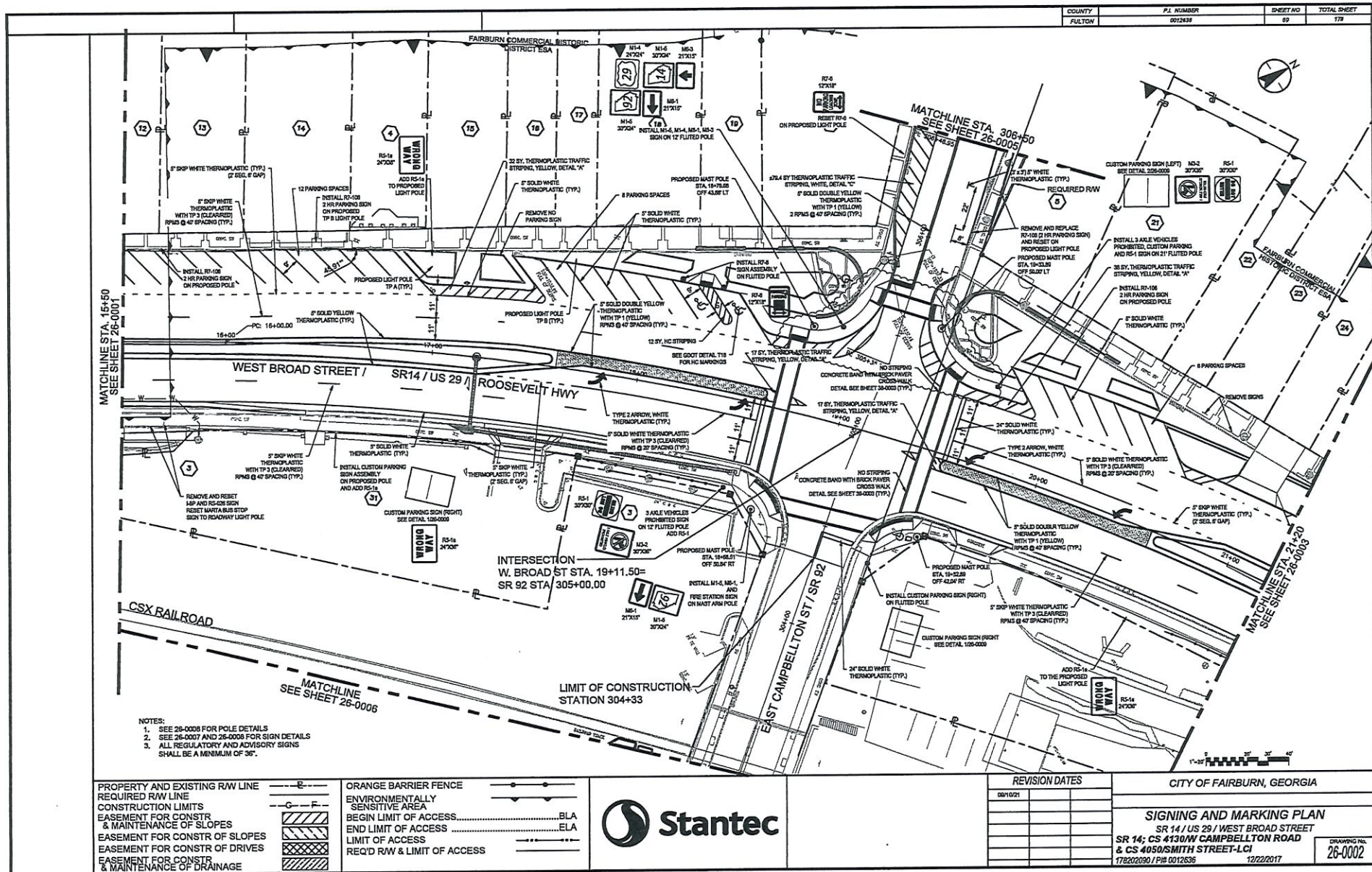
178202050 / P/W 0012636 12/22/2017

DRAWING NO. 24-0002

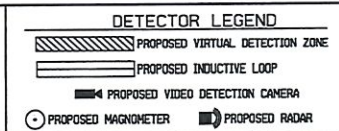
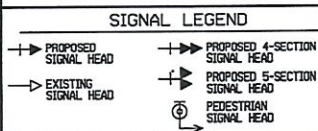
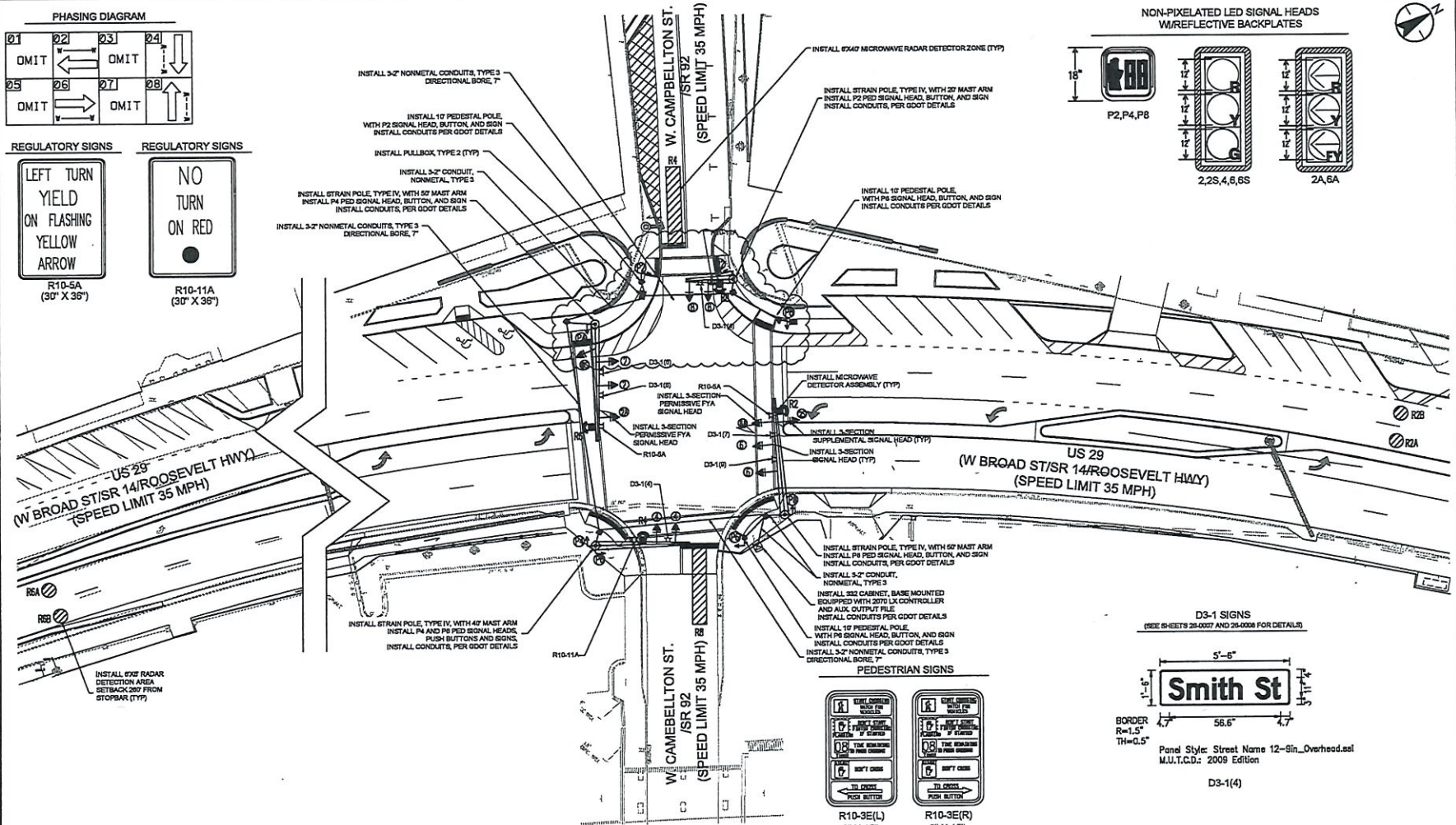
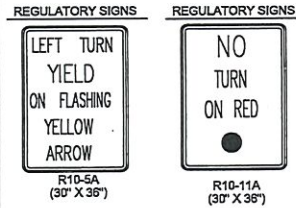
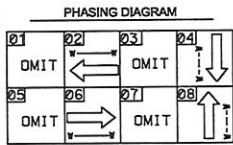












REVISION DATES	
DATE	DESCRIPTION

**CITY OF FAIRBURN, GEORGIA**

**SIGNAL PLANS**  
CONSTRUCTION AND INSTALLATION

SR 14/US 29/W BROAD ST/ROOSEVELT HWY. @ HWY 92  
SR 14: CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI

178202090 / P1# 0012636 12/22/2017

DRAWING NO. **27-0007**



DESIGN DATA FOR SR14/US28/BROAD STREET:	
DESIGN SPEED	35MPH
ADT (2020)	251,000
ADT (2040)	24,875
% TRUCKS (2020)	10%
% TRUCKS (2040)	10%
FUNCTIONAL CLASS	MODERATE/MAJOR ARTERIAL

MATCHLINE  
SEE SHEET 29-0006

CITY OF FAIRBURN, GEORGIA

SR 14 / US 29 / WEST BROAD STREET  
SR 14; CS 4130/W CAMPBELLTON ROAD  
& CS 4050/SMITH STREET-LCI  
178202090 / P# 0012636 12/22/2017

DRAWING No.  
29-0002



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

250-Grants Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Intergovernmental	1,669,466.00	430,277.03	0.00	667,280.90	0.00	1,002,185.10	39.97
Miscellaneous Revenue	4,489,553.00	834,796.24	0.00	2,463,024.44	0.00	2,026,528.56	54.86
Other Financing Sources	<u>1,368,982.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,368,982.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>7,528,001.00</u>	<u>1,265,073.27</u>	<u>0.00</u>	<u>3,130,305.34</u>	<u>0.00</u>	<u>4,397,695.66</u>	<u>41.58</u>
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	25,000.00	0.00	0.00	9,996.00	0.00	15,004.00	39.98
Police	51,073.00	0.00	0.00	10,065.00	0.00	41,008.00	19.71
Fire Department	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
Public Works Admin	694,492.00	0.00	0.00	152,412.58	0.00	542,079.42	21.95
LMIG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
LCI Implementation	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99
Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Economic Development	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>7,528,001.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,797,764.99</u>	<u>0.00</u>	<u>3,730,236.01</u>	<u>50.45</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>1,265,073.27</u>	<u>0.00</u>	<u>( 667,459.65)</u>	<u>0.00</u>	<u>667,459.65</u>	<u>0.00</u>

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	105,303.03	0.00	142,678.79	0.00	551,813.21	20.54
250-0000-33-3060 CDBG	774,974.00	324,974.00	0.00	342,449.00	0.00	432,525.00	44.19
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	0.00	0.00	182,153.11	0.00	17,846.89	91.08
250-0000-33-4060 Nat'l Endow Arts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	430,277.03	0.00	667,280.90	0.00	1,002,185.10	39.97
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	27,475.38	0.00	23,597.62	53.80
250-0000-38-1001 Grant Revenue - Fire	512,619.00	0.00	0.00	530,476.19	0.00	17,857.19	103.48
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	834,796.24	0.00	1,864,041.66	0.00	1,961,819.34	48.72
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	41,031.21	0.00	58,968.79	41.03
TOTAL Miscellaneous Revenue	4,489,553.00	834,796.24	0.00	2,463,024.44	0.00	2,026,528.56	54.86
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
*** TOTAL REVENUES ***	7,528,001.00	1,265,073.27	0.00	3,130,305.34	0.00	4,397,695.66	41.58



250-Grants Fund  
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
250-0000-52-1200 Professional Services	25,000.00	0.00	0.00	9,996.00	0.00	15,004.00	39.98
TOTAL Purchased-Contracted	25,000.00	0.00	0.00	9,996.00	0.00	15,004.00	39.98
 TOTAL Non-Departmental	 25,000.00	 0.00	 0.00	 9,996.00	 0.00	 15,004.00	 39.98

250-Grants Fund  
Police

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Capital Outlay	51,073.00	0.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Police	51,073.00	0.00	0.00	10,065.00	0.00	41,008.00	19.71



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

250-Grants Fund  
Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-3500-54-2500 Grant Purchase - Fire	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
TOTAL Capital Outlay	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00
TOTAL Fire Department	539,143.00	0.00	0.00	539,143.00	0.00	0.00	100.00



250-Grants Fund  
LMIG

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



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

250-Grants Fund  
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
250-4202-54-1402 CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21
TOTAL Capital Outlay							
TOTAL CDBG	749,974.00	0.00	0.00	189,041.98	0.00	560,932.02	25.21

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

250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	0.00	0.00	2,810,232.83	0.00	2,333,086.17	54.64
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	86,873.60	0.00	38,126.40	69.50
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99
TOTAL LCI Implementation	5,268,319.00	0.00	0.00	2,897,106.43	0.00	2,371,212.57	54.99

DEPARTMENTAL EXPENDITURES

[illegible]



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

250-Grants Fund  
Economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
250-7500-52-1210 Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Capital Outlay</u>							
250-7500-54-2500 Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL Economic Development	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 7,528,001.00	 0.00	 0.00	 3,797,764.99	 0.00	 3,730,236.01	 50.45

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: TO DISCUSS AND CONSIDER ADOPTION OF ORDINANCE TO CONTINUE CITY'S MASK MANDATE IN RESPONSE TO COVID-19 TRANSMISSION DATA.**

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input checked="" type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

**Submitted: 10/25/2021      Work Session: None      Council Meeting: 10/25/2021**

**DEPARTMENT:      City Attorney      PUBLIC HEARING?    ☐ Yes      ☒ No**

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**PURPOSE:**    To Discuss and consider adoption of ordinance to continue City's mask mandate in response to COVID-19 transmission data.

**HISTORY:**    On July 8, 2020, the Mayor and City Council adopted an ordinance which, in response to the COVID-19 health emergency, imposed a requirement with various exceptions that individuals entering business establishments within the City of Fairburn be required to wear a mask to slow the spread of COVID-19. This Ordinance was originally programed to remain in place so long as there was a state of emergency in place in Georgia regarding the COVID-19 health threat. As of today (10-19-2021), there is no longer in place in Georgia by Executive Order of the Governor any declaration of an emergency regarding the COVID-19 health threat. On August 23, 2021, Mayor and City Council voted to continue the City's mask mandate ordinance until further review on October 11, 2021. The issue was not brought back for review on October 11, 2021 and the ordinance technically expired. Therefore, it is being brought back before Mayor and Council on October 25, 2021 so that Mayor and Council can decide whether to reinstitute the mask requirement.

According to the CDC for the time period between Tuesday, October 12, 2021 and Monday, October 18, 2021 the transmission rate of COVID-19 in Fulton County, including variants, is considered "Substantial", which is the next rate down from "High", which was the case in August, 2021. The CDC advises, however, that "Everyone in Fulton County, Georgia should wear a mask in public, indoor settings. Mask requirements might vary from place to place. Make sure you follow local laws, rules, regulations and guidance." The percentages of fully vaccinated individuals in Fulton County are as follows: 1) age 18 or older - 33.8%; 2) age 65 or older – 47.6%. (Source: <https://covid.cdc.gov/covid-data-tracker/#county-view|Georgia|13121|Risk|community transmission level>).

**RECOMMENDED ACTION:**    Discuss and consider readoption of the mask ordinance.

  
Elizabeth Carr-Hurst, Mayor

STATE OF GEORGIA  
COUNTY OF FULTON

**TO ENACT (10-25-2021) AN ORDINANCE OF THE CITY OF FAIRBURN  
GEORGIA TO CONTINUE AN ORDINANCE (7-8-2020) PROVIDING FOR  
THE HEALTH SAFETY AND WELFARE OF THE GENERAL PUBLIC,  
REQUIRING WITH CERTAIN EXCEPTIONS THAT FACE COVERINGS  
OR MASKS TO BE WORN TO HELP PREVENT THE FURTHER SPREAD  
OF COVID-19, TO PROVIDE FOR CERTAIN EXCEPTIONS, AND FOR  
OTHER PURPOSES**

WHEREAS, the duly elected governing authority of the City of Fairburn, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority is empowered to provide for the health, safety, and welfare of the residents, employees, businesses, and visitors within the City; and

WHEREAS, the spread of the COVID-19 virus has been declared a global pandemic by the World Health Organization ("WHO"); and

WHEREAS, the COVID-19 virus and newly developing variants thereof continue to represent a substantial threat to public safety; and

WHEREAS, according to the United States Centers for Disease Control, the transmission rate for COVID-19 is rated as SUBSTANTIAL in Fulton County, Georgia and individuals should wear a mask in public, indoor settings; and

WHEREAS, the health, safety, and welfare of residents, businesses, employees, and visitors are the top priority of the governing authority; and

WHEREAS, the governing authority and staff have been closely monitoring the spread of COVID-19 and the associated guidance from medical professionals, public health officials and involved state and federal government agencies to help stop the spread of the disease; and

WHEREAS, the World Health Organization has indicated that COVID-19 is spread primarily by respiratory droplets produced when an infected person coughs or sneezes and such droplets generated by talking, laughing, or exhaling; and



WHEREAS, the Director for the Centers for Disease Control, Dr. Robert Redfield, has stated as many as one in four people who are infected with COVID-19 show no symptoms, and that people who do not experience symptoms can spread COVID-19 to other individuals; and

WHEREAS, the CDC has stated that people infected with COVID-19 are contagious before they start showing symptoms, and that individuals who are infected can spread the virus to others before the onset of symptoms; and

WHEREAS, the weight of medical expertise acknowledges that there is a significant amount of asymptomatic spread and recommends that individuals use face coverings to reduce the spread of COVID-19; and

WHEREAS, Dr. Anthony Fauci, Director of the National Institute of Allergy and Infectious Diseases, has further recommended that individuals wear facial coverings to prevent individuals from infecting others; and

THEREFORE, BE IT HEREBY ORDAINED that a facial covering or mask, which covers the nose and mouth, shall be required in commercial establishments within the City of Fairburn to slow the spread of COVID-19 as follows:

1. All persons entering a commercial establishment, including restaurants, retail stores, salons, barber shops, grocery stores and pharmacies in the City must wear a face covering or mask while inside the establishment. This paragraph does not apply to religious establishments; however, the use of face coverings is also strongly recommended in religious establishments.
2. All commercial establishments open to the general public, including restaurants, retail stores, salons, barber shops, grocery stores, and pharmacies in the City shall require all employees to wear a face covering or mask at all times while engaged in face-to-face interaction with the public.
3. Any person who is unable to safely wear a face covering due to age, underlying health condition(s), or is unable to remove the face covering without assistance of others is exempt from this Ordinance.
4. Face coverings and masks are not required in the following circumstances:
  - a. While in motor vehicles;

- b. When a person is alone in an enclosed space or only with other household members;
  - c. During outdoor physical activity, provided the active person maintains proper social distancing at a minimum of six (6) feet from others who are not household members;
  - d. While eating, drinking, or smoking, including while seated within a restaurant; provided, however, that a face covering or mask must be worn while entering, leaving, or otherwise moving about within a restaurant;
  - e. When a licensed health provider has determined wearing a face covering causes or aggravates a health condition in the specific individual;
  - f. When wearing a face covering would prevent the receipt of personal services; and
  - g. When a person is younger than five (5) years old.
5. All establishments subject to this ordinance shall post a sign in a clearly visible location near the front entrance stating that Per City Ordinance, All Persons Entering This Establishment Must Wear A Mask Or Face Covering And Violators Are Subject To A Fine Of Up To \$25.00. Once seated in a restaurant to consume food or drink, such mask or face covering may be removed for dining purposes.
6. A person who fails to comply with the requirements of Section I of this Ordinance shall be guilty of a civil infraction punishable by a fine of not more than \$25.00; provided, however, that for the first (1 st) violation, a warning shall be issued.
7. A person who fails to comply with Section 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$25.00. Each day of a continuing violation of this Ordinance shall be considered a separate and

distinct offense. In addition to the fines established herein, persons who own, manage, operate, or otherwise control a business subject to this Ordinance found in repeated violation hereof, shall, along with their business, be subject to treatment as a public nuisance, which may be abated as provided for by law. All reasonable efforts should, however, be made to bring businesses into compliance with this Ordinance prior to enforcement actions.

**Effective Date**

This Ordinance shall become effective when approved.

**Severability**

Should any provisions, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance shall remain in full force and effect.

**BE IT ORDAINED** by the City Council of Fairburn, this 25th day of October 2021.

**CITY OF FAIRBURN, GEORIGIA**

**ATTEST:**

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**Elizabeth Carr-Hurst, Mayor**

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**Deannia Ray, City Clerk**

**Approved:**

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**William R. Turner, City  
Attorney**