



City of Fairburn Council Meeting- Zoom

November 8, 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

Mr. Randy Turner

I. Meeting Called to Order:

II. Roll Call:

III. Invocation:

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

City Attorney

The Honorable Mayor Carr-Hurst

Mrs. Deannia Ray

City Clerk

Apostle LaReese Howell

New Horizons In Faith Church

International Inc.

IV. Adoption of City Council Minutes:

October 11, 2021 - City Council Executive Meeting Minutes

October 25, 2021 - City Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

Councilmembers

VI. Public Hearings:

Planning & Zoning

Ms. Tarika Peeks

Text amendment ordinance approval to allow special event venues.

VII. Presentation:

Planning & Zoning

Ms. Tarika Peeks

LCI Downtown Master Plan Presentation by KC Krciz, The Collaborative Firm

VIII. Discussion:

Middle Chattahoochee Regional Water & Sewer Authority Update

IX. 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.

0

X. Agenda Items:

1. Police Department

Deputy Chief Anthony Bazydlo

For Mayor and Council to approve reserving vehicles for purchase and outfitting later this year for xix (6) Ford Explorer police vehicles.

2. Planning & Zoning

Ms. Tarika Peeks

For Mayor and Council to adopt by Resolution the City of Fairburn's Liable Centers Initiative (LCI) Downtown Master Plan.

3. Utilities

Mr. John Martin

For Mayor and Council to approve Task Order # 146 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Request for Proposal, Bid Phase, and Construction Management for the Fire Hydrant Replacement Project for an amount not to exceed \$23,980.00.

4. Utilities

Mr. John Martin

For Mayor and Council to approve Task Order # 147 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Manual and Construction Drawings, Bid Phase, and Construction Management for the Pump Station Improvements for an amount not to exceed \$38,395.00.

XI. Council Comments

Councilmembers

XII. Executive Session

N/A

XIII. 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 Mayor and Council Meeting Minutes October 25th, 2021 via Zoom

- I. Call to Order: The meeting was called to order at 7:00 PM by the Honorable Mayor Carr-Hurst.
- II. Roll Call: The roll was called by Mayor Elizabeth Carr-Hurst with the following members present: (The roll was called by Mayor Carr-Hurst due to the medical absence of City Clerk, Mrs. Deannia Ray and the council had not approved a temporary clerk.)

Mayor Elizabeth Carr-Hurst Councilwoman Linda J. Davis Councilwoman Hattie Portis-Jones Mayor Pro Tem Alex Heath Councilman Pat Pallend Councilman James Whitmore

Member Absence: Councilman Ulysses J. Smallwood

The attendance of Council constituted a quorum.

- III. Invocation: The invocation was given by Apostle Danita Jones of In His Great Name Ministries.
- IV. Adoption of Mayor and Council Meeting Minutes from the October 11th, 2021 meeting. The motion to approve was made by Mayor Pro Tem Heath and the second was provided by Councilwoman Davis.

 Vote: 5-0: Motion Carried.
- V. Adoption of the Mayor and Council Meeting Agenda: The motion to approve was made by Councilman Whitmore and the second was provided by Mayor Pro Tem Heath.

Vote: 5-0: Motion Carried.

VI. Discussions:

None

VII. Public Comments:

- 1. Ms. Ciamaruel Fears located at 6063 Autumn Green Drive, Fairburn, Georgia. Ms. Fears stated, "I'm asking that the City Council vote no in the subdividing of the plat for the three tracks." She also expressed concerns about the large utility poles located off exit 61 and she would like to have them removed. She has spoken with both DOT and the City of Fairburn.
- 2. Mr. Warren Tillery located at 2200 Ferry Court, McDonough, Georgia and representing the Trinity Fairburn, LLC. Mr. Tillery stated he is an attorney with Smith, Welch and White. He represents the applicant of the subdivision plat that the council will be voting on. This is for the Highway 74 and Meadow Glen Parkway. He stated the plat approval process was basically a device that would allow his client to buy one of the three tracks and there is a separate process for land determination and for specifically site development for the other two tracks. He further stated it cannot be divided off and his client does not have any ties to the remaining two lots. He stated the planning and zoning commission had recommended approval. He informed Mayor and Council there would be an engineer on the call if they had further questions.

VIII. Agenda Items:

Mayor Elizabeth Carr-Hurst 1. Office of the Mayor Appointment of Temporary City Clerk. For the Mayor and Council to approve the appointment of Ms. Shana Moss as the temporary City Clerk for the City of Fairburn from October 13th, 2021-November 13th, 2021. Mayor Hurst stated City Clerk, Mrs. Deannia Ray went on sick leave on October 13th, 2021 and the city had to have documents executed. Mayor Hurst stated November 13th was an approximate date and she sent a prior email to all members of council to contact her if they had questions prior to the meeting. She did not receive an email from any member of the council. She stated Mrs. Ray could possibly be back this week or next week from the information that she had received from Mrs. Ray. Councilwoman Davis stated she had concerns the appointment stated October 13th and today was October 25th and November 13th, 2021 was on a Saturday." How can we do an appointment with a backdate date of October the 13th?" Mayor Hurst stated she had a conversation with City Attorney Turner about the clerk and he suggested it was permissible to proceed. The council went back and forth about the dates of October 13th-November 13th, a month of working for Fairburn. Mayor Hurst stated she only stated a month, but it could end sooner. Councilwoman Davis stated the city was in the middle of an election and initially the city had some issues, and she was concerned about who (Clerk) would be monitoring the polls. Mayor Hurst stated Ms. Moss was solely working virtually and that the city paid Fulton County to monitor the election and any activities associated with the election. Councilwoman Davis stated she had spoken to Mrs. Deannia Ray on October 25th and Mrs. Ray stated she would return to work on Wednesday October 27th, 2021. Councilwoman Davis further asked, "if Mrs. Ray was given an opportunity to work from home." Mayor Hurst stated she was on sick leave and was not in any condition to be working from home and no one can be on sick leave and working from home. Councilwoman Portis-Jones stated this has happened twice in the last 6 months when Ms. Moss has had to step in. She wants to revisit the budget and hire an assistant clerk. The city needs those skills and expertise, the position is too critical in the operation of the city. The clerk has many legal responsibilities and Fairburn cannot continue to afford not having a clerk. Mayor Hurst stated she was in total agreement, and no one plans sickness it just happens, and they needed someone to step in while/when the clerk is sick. Councilwoman Davis asked how does Ms. Moss work virtually? Mayor Carr Hurst states documents are sent electronically, and Ms. Moss is familiar with JustFOIA the city's open records software, and she is familiar with the department and who to route them too. Councilman Pallend stated if Mrs. Ray is coming back in a few days, we are glad. In the interim we need someone to take care of what the city needs. Let's modify the dates and proceed. The Council modified the dates as October 13th-November 5th. The motion to approve was made by Councilman Pallend and the second was provided by Mayor Pro Tem Heath.

Vote: 5-0: Motion Carried.

Ms. Tarika Peeks 2. Planning and Zoning For Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat. Ms. Peeks stated you have before you the Highway 74 Meadow Glen Parkway Final plat. The applicant Forsyth Group is requesting to subdivide a 9.511-acre parcel at the intersection of Hwy 74, Senoia Road and Meadow Glen Parkway into 3 tracks. The tracks are subdivided as follows. Track number one 5.275 acres, Track number two .953 acres and Track number 3 1.283 acres. 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 5th the staff recommended approval The planning and Zoning Commission unanimously approved the plat which will allow the applicant to record the plat with Fulton County Superior Court. Councilman Pallend stated that perhaps some additional time be given and to table this item to allow for further discussions. Attorney Meredith Germain was present and Mayor Hurst asked was it acceptable to accommodate Councilman Pallends's request? Attorney Germain stated the last time it was tabled was in September. She stated it would require a motion and second. Councilman Pallend made a motion to extend to 30 days and the second was provided by Councilwoman Davis.

Vote: 5-0: Motion Carried.

3. Utilities Department

Mr. John Martin For Mayor and Council to approve Task Order # 144 with Integrated Science and Engineering, Inc. (ISE) for the 2021-2022 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of \$13, 100. The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be needed on an as needed 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. The city entered into agreement with integrated Science in August 14, 2017 for professional services. The motion to approve was made by Councilwoman Portis-Jones and the second was Vote: 5-0: Motion Carried. made by Mayor Pro Tem Heath.

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. Mr. Martin stated that this order was entered into a master service agreement with ISE on the same approximate date of August 14th, 2017. This task order is to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed to inspect 20% of industrial facilities and to document conditions and produce the required reports for the City's 2021-2022 Phase I NPDES MS4 Annual Report. The motion to approve was made by Mayor Pro Tem Heath and the second Vote: 5-0: Motion Carried. was provided by Councilman Whitmore.

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. Mr. Thompson stated during 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. The design consultant (Santec) 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 to resolve this conflict. The motion to approve was made by Mayor Pro Tem Heath and the second was provided by Councilman Whitmore.

Vote: 5-0: Motion Carried.

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. The Downtown LCI Streetscape project 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 improvement to the underpass including painting. Mr. Thompson stated the city has received several complaints about the appearance of the CSX Railroad underpasses located at SR 92 (E. Campbellton Street) and Cole Street. The painting of the former Smith Street underpass is already included in the Downtown LCI Project Scope, the staff thought it would be feasible to address this issue. To resolve the project, a Change Order Proposal to paint the underpass for an amount of \$ 47,600 and this price is based on the existing unit price of (\$23,800) in the contract. The motion to approve was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 5-0: Motion Carried.

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. The downtown LCI streetscape scope includes the modification of the intersection of West Broad Street onto West Campbellton Street from West Broad Street to accommodate the installation of pedestrian plazas and the removal of the southbound right turn lane from W. Broad Street onto W. Campbellton. This would reduce the 35-foot radii at W. Campbellton Street to 25 feet and would reduce the width of the travel lanes on W. Campbellton Street from 12 feet to 11 feet. Mr. Thompson stated that since the project began the city has received numerous complaints regarding the change in access onto W. Campbellton Street from W. Broad Street. The design consultant was asked to revise the plans to increase the turning radii at the intersection from 25 feet to 35 feet. The primary items that would be adjusted would be the curb, grass strip, concrete sidewalk/banding, handicapped ramps, exterior benches and limits of the interior pavers. There will be adjustments to the utility lines to place them in relation to the grass and concrete. After completion of the plan revision the Contractor (P2K) was asked to provide a change order proposal to implement the plan revisions. To continue this project a change order request is needed in the amount of \$148,987.45. Mayor Hurst stated the city has received more than 15 claims of people hitting the curve and scratching up their tires or damaging their tire. The motion to approve was made by Councilwoman Davis the second was provided by Vote: 5-0: Motion Carried. Councilwoman Portis-Jones.

8. Office of Turner Ross and Germain

Attorney Meredith Germain Attorney Germain stated on July 8, 2020, the Mayor and Council adopted an ordinance in response to the COVID-19 health emergency. The Mayor and Council imposed a requirement with various exceptions that individuals entering the business establishments within the City of Fairburn be required to wear a mask to mitigate the spread of COVID-19. This Ordinance was originally designed to remain intact as long as there was a State of Emergency in Georgia regarding the COVID-19 health threat. As of today (10-25-2019), 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, the Mayor and Council voted to continue the City's mask mandate ordinance until further review on October 11, 2021. The issue was not discussed on October 11, 2021 and it expired. 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 of 2021. The CDC advises, that "Everyone in Fulton County, Georgia should wear a mask in public, indoor settings." Currently mask requirements are varied from place to place. Mayor Hurst stated she spoke with Police Chief Stoney Mathis and Fire Chief Cornelius Robinson and several of the police officer and firefighters are not vaccinated, and they don't intend to get vaccinated. She further stated that there are employees in City Hall that have not been vaccinated and they also don't intend to get vaccinated. She feels that mask should be a priority and with flu season approaching those illnesses will get worse. Councilwoman Portis-Jones agreed with Mayor Hurst that employees who have not been vaccinated should be required to always wear a mask. Councilwoman Portis-Jones requested at

the next meeting could the governing body discuss mandatory vaccines. The city's legal team was asked to review the option and update the council. Mayor Hurst stated 60% of the city's employees are vaccinated and 40% are not and the unvaccinated percentage does not have plan to have the vaccine. The motion to approve to continue the city's mask mandate was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis.

Vote: 5-0: Motion Carried.

TTT	0 110	
1 V	Council Comments	

Councilmembers

Councilman Pat Pallend had no comment.

Councilwoman Davis had comments in the form of two questions. She asked when the property tax exemptions were going to be discussed in the meeting? Secondly, when was the federal funded weather program going to be discussed. This program will benefit anyone that meets the income requirement and this will also be beneficial for Senior Citizens.

Mayor Pro Tem Heath had no comment.

Councilwoman Portis-Jones had no comment. However, she requested when the Mayor and Council would discuss the economic development plan strategies for Highway 74 that was tabled tonight. She further requested information on the number of planned developments and housing developments that are underway and are on the docket for location in Fairburn.

Councilman James Whitmore commented that he had gotten several phone calls from business owners inquiring about beer and wine Sunday Sales in Fairburn. The businesses are losing money because patrons will leave their establishments and go to Union City or Palmetto. He said the city is missing out on an opportunity to sell those items which would also increase tax revenue for the city. He would like to have this item discussed in the future. The Art and Jazz Festival that was held on October 22nd was extraordinarily great and he Thanked all city staff for their hard work.

Mayor Carr-Hurst had no comments.

- X. Executive Session there was none.
- XI. Adjournment: At 9:00 PM a motion to adjourn was made by Councilwoman Davis and the second was provided by Councilwoman Portis-Jones.

Shana T. Moss, Temporary Clerk	Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: TEXT AMEND	SUBJECT: TEXT AMENDMENT 2021-001TA - SPECIAL EVENT VENUE						
() AGREEMENT (X) ORDINANCE	() POLICY / DISCUSSION () RESOLUTION	() CONTRACT () OTHER					
Submitted: 11/1/2021	Submitted: 11/1/2021 Work Session: N/A Council Meeting: 11/08/2021						
<u>DEPARTMENT</u> : Communi	ty Development/Planning and Z	oning Office					
BUDGET IMPACT: None							
PUBLIC HEARING: (X) Yes () No							

PURPOSE: For the Mayor and City Council to approve the text amendment to allow special event venues.

FACTS AND ISSUES: Staff has received several inquiries from individuals wishing to establish a special event venue or have events at their property as a business venture. Currently, the City's zoning ordinance does not specifically address these types of facilities either commercially or as associated with an existing residence. The use of land and structures within Fairburn for special events presents a valuable opportunity for landowners particularly landowners in the city's commercial and agricultural districts. Event facilities could also increase tourism-related activity within the city. Establishing provisions to allow event facilities conforms with the comprehensive plan's vision statement, which is for Fairburn to be an economically thriving community and a desired destination for residents and visitors of all ages.

The special event venue ordinance provides a permit process and standards for the development and operation of special event facilities, which will reduce the negative impact on surrounding properties. Specifically, the ordinance provides a detailed permitting process that requires an event management plan and traffic plan to be submitted to the city for review. The permittee will be required to adhere to the city's noise ordinance, parking requirements, and building and fire codes.

Special event venues will be permitted in the following zoning districts: AG (Agriculture), O&I (Office Institutional), C-2 (General Commercial), M-1 (Light Industrial), and M-2 (Heavy Industrial).

RECOMMENDED ACTION: The Planning and Zoning Commission reviewed the text amendment on Tuesday, October 5, 2021, and recommended approval. Staff is requesting the Mayor and Council to **APPROVE** text amendment 2021-001TA Special Event Venue.

Attachment: Text Amendment 2021-001TA – Special Event Venue (Chapter 80 Zoning Article XVI – Special Event Venue, Section 80-497 – 80-502)

Elizabeth Carr-Hurst, Mayor

ARTICLE XVI SPECIAL EVENT VENUE

Sec. 80-497. Intent. This section establishes a permit process and standards for the development and operation of special event venues. These provisions are necessary to reduce impacts to surrounding properties so that special event facilities do not result in incompatible land use.

Sec. 80-498. Definition.

Special Event Venue - A special event venue is a place of public assembly used for commercial events. Special event venues are subject to a use agreement between a private group or individual and the venue owner. The venue owner may or may not charge a fee for the use of the venue. Venues may operate entirely within a structure, outside of a structure, or both inside and outside a structure.

Sec. 80-499 Applicability. Special event venues are permitted in the following districts: AG (Agriculture), O&I (Office Institutional), C-2 (General Commercial), M-1 (Light Industrial), and M-2 (Heavy Industrial). This section does not apply to the special event permit process provided in Sec. 80-179.

(a) Special event venues can be a principal or accessory use. Special event venues in an agricultural district that are accessory to the site's principal use shall not substantially change the character of the primary use of the property.

Sec. 80-500. Permit Process. All special event venues as described under this section require the approval of a special event venue permit by the Planning and Zoning Director or his/her designee.

- (a) The special event permit application shall include a site plan, description of all uses, an exhibit map showing the location and distance of the venue to the closest surrounding sensitive receptors such as single-family residences and other housing types, management plan, traffic plan and shall comply with the special event facility standards set forth.
- (b) Event Management Plan Owner/operator shall maintain an event management plan that includes but is not limited to, a site plan, arrangements for emergency (fire, police, medical) services, arrangements for waste disposal services, name and contact information for the property owner and the event operator, and other information as may be required by the Planning and Zoning staff to ensure events are operated safely and with minimal impact on nearby property owners and uses. A copy of the event management plan shall be provided to the Planning and Zoning office and must always be available for an on-site inspection.
- (c) Traffic Plan The special event permit application shall include a traffic management plan. The traffic management plan shall include the following requirements and standards:
 - (1) A traffic control plan to ensure an orderly and safe arrival, parking, and departure of all vehicles and to ensure that traffic will not back-up or block

- easements, City roads, intersections, or private driveways. All ingress/egress and parking areas shall be located in such a manner to minimize traffic hazards associated with entering and exiting the public roadway.
- (2) The location of all temporary directional signs on driveways entrance and within parking lots to ensure orderly flow of traffic. Temporary directional signs shall be placed prior to the event and removed at least three hours at the conclusion of the event. Signs should not be placed in the right-of-way.
- (3) Adequate ingress and egress shall be provided for all emergency vehicles to the satisfaction of the Fairburn Fire and Police Department [Article II Sec.56-26, Temporary and emergency parking restrictions]. Temporary or emergency parking restrictions may be established and posted by order of the City Engineer, Fire Chief, or Police Chief. Violations of such restrictions shall be subject to the enforcement and impoundment provisions of Sec.56-25: Impounding of Vehicles.

Sec. 80-501. Standards. Special event venues shall follow the operation and development standards at all times.

- (a) Noise Control Noise standards shall be regulated in accordance with Article XI Noise. For evaluating conformance with the standards of this section, noise levels shall be measured in accordance with Article XI- Noise.
- (b) Setbacks The following setbacks shall be maintained at all times:
 - (1) If an adjoining parcel has a residence, then all structures or activities associated with the special event shall be located at least 75 feet from the property line that adjoins a residence.
 - (2) All temporary structures such as tents, stages, and dance floors shall abide by all setbacks, and their use must be identified in the management plan.
- (c) Parking requirements On-site parking shall be provided according with the Section 80-337 Off-street parking requirements (the larger of 1 space for each 4 seats, one space for each 25 square feet of floor area available for chairs in the largest assembly room, or one space for every 150 square feet of gross floor area. Parking shall also comply with Article IX. Off Street-parking, Loading and Landscape Requirement, Sections 80-326 to 80-364.
- (d) Music/Entertainment Music or entertainment shall not be the primary purpose of the special event and always shall be secondary and customary to the primary purpose of the Special Event. For example, music and dancing may be secondary to a wedding reception, but a concert, play, or stage performance is not permitted.
- (e) Lighting All lighting shall comply with the following requirements:
 - (1) All outdoor lighting associated with the special event shall be turned off within 2 hours after the special event ends.

- (2) Outdoor lighting shall be located, shielded, and directed such that no direct light falls outside the property line or into the public right-of-way.
- (f) Signage All signs shall conform to the requirements in Article XII Sign Regulations.
- (g) Neighborhood Notification Special event facilities shall post a schedule of future events to their website, or an annual/seasonal schedule of future events shall be mailed to all neighbors within 1,200 feet at least two weeks prior to the beginning of the event year or season. The schedule shall show days planned for events, hours of operation, and include a phone number for inquiries.
- (h) Structures Structures shall meet Fire Code standards and shall be inspected by the Fire Marshall and Building Inspector prior to occupancy.
- (i) Alcohol Beverages The consumption of alcoholic beverages on premises is subject to Sec. 8-21 Permitted locations for private functions at which alcoholic beverages are served; sales prohibited.

Sec. 80-502 Permit Revocation or Modification. The permit for a special event venue may be revoked or can be subject to approval with conditions. The City of Fairburn Police Department, in its discretion, may stop an event that has been issued a permit and/or may issue citations where event staff or participants violate other City ordinances, terms, or conditions specified in the application, and including but not limited to traffic rules and regulations, disturbing the peace, public nuisance, failure to disperse, trespass, or other health and safety regulations.

AN ORDINANCE TO AMEND CHAPTER 80, ZONING, IN ORDER TO ADD ARTICLE XVI SPECIAL EVENT VENUE, SECTION 80-497 THROUGH SECTION 80-502; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, zoning ordinance amendments are important in order to continue the realization of the vision, goal and policies set forth by Staff and the community in the most recent Comprehensive Land Use Plan update;

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing on the text amendment to the zoning ordinance was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 8th of November, 2021; and

Whereas, in accordance with the requirements of the Zoning Ordinance, the Planning and Zoning Commission of the City of Fairburn has forwarded its recommendation to the Mayor and City Council that the amendment to Chapter 80, in order to add Article XVI Special Event Venue – Section 80-497 through Section 80-502, be approved to allow special event venues within specific zoning districts, including the commercial and agricultural zoning districts; and

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, the Mayor and Council of the City of Fairburn have conducted a properly advertised hearing on the proposed amendment to the Zoning Ordinance of the City of Fairburn, Georgia; and

Whereas, after the aforementioned public hearing, the Mayor and Council have determined that adoption of the amendment to Chapter 80, in order to add Article XVI – Special Event Venue, Section 80-497 through Section 80-502, is necessary in order to provide a permitting process and regulation of Special Event venues within the City of Fairburn; and

Whereas, the Mayor and Council of the City of Fairburn have determined that adoption of the amendment to Chapter 80, in order to add Article XVI – Special Event Venue, Section 80-497 through Section 80-502 would be in the best interests of the residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 80. Zoning in order to add Article XVI Special Event Venue, Section 80-497 through

Section 80-502 be amended in the Fairburn Zoning Ordinance as depicted in Exhibit A attached hereto:

Section 1. Adoption of the following attached as Exhibit A.

1. Article XVI – Special Event Venue, Section 80-497 – Section 80-502

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section. 3. This Ordinance shall become effective on the 8th day of November, 2021.

Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

APPROVED this 8th day of November, 2021, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor	ATTEST:
	Deannia Ray, City Clerk
APPROVED AS TO FORM:	
William R. (Randy) Turner, City Attorney	



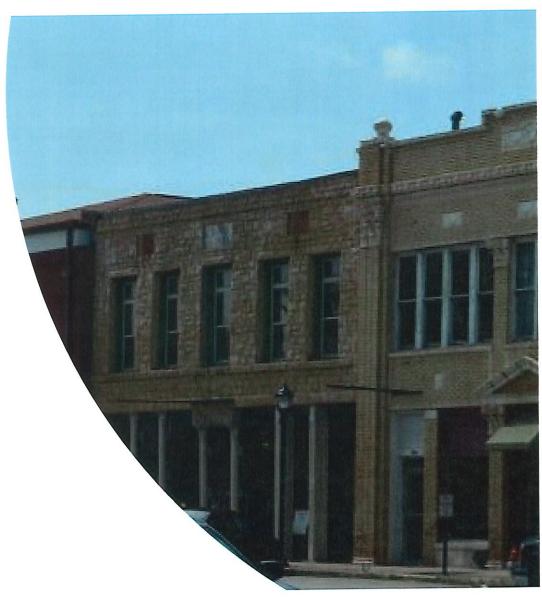






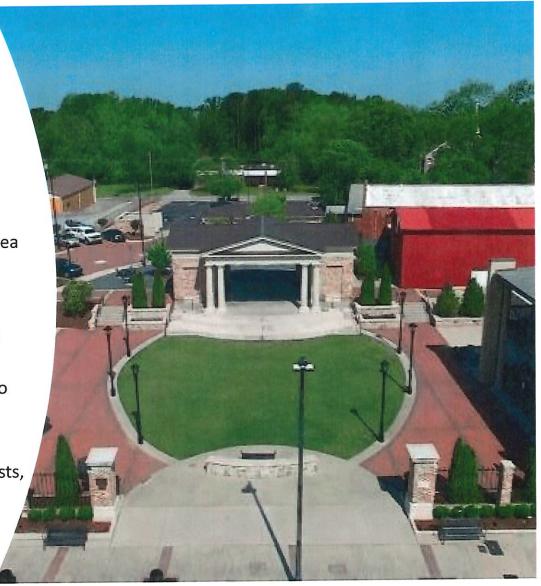
Project Vision

The community vision seeks to have a thriving, vibrant historic downtown that provides access to a diverse array of retail, restaurants, entertainment, office, and housing options. The city strives for a walkable and pedestrian friendly downtown with connectivity via all modes of transportation to the surrounding neighborhoods and commercial nodes. The community seeks to leverage the existing quaint, historic character that is uniquely Fairburn by enhancing public art investment and utilizing creative placemaking and design strategies.



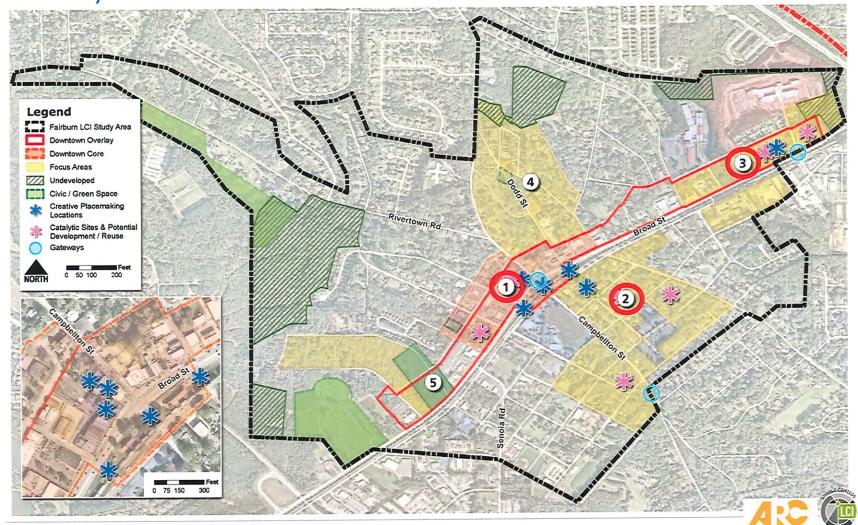
Project Goals

- Determine catalyst sites that further the community vision for the study area and create innovative investment strategies.
- Encourage a diversity of residential, employment, shopping, and recreation opportunities in the study area with a focus on capitalizing on local business development.
- Provide mobility access that is inclusive of a range of travel modes including transit, roadways, walking, and biking throughout the study area.
- Utilize public arts program and creative placemaking to establish a sense of place.
- Improve connectivity to surrounding neighborhoods.
- Create safe travel environment for pedestrians, bicyclists, and motorized vehicles.



Catalyst Site Recommendations – Downtown Expansion









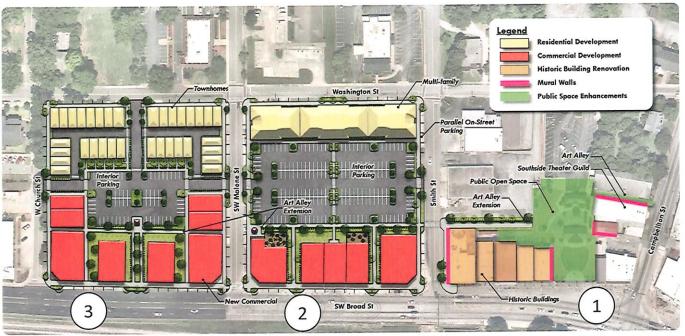
Catalyst Site Recommendations – Downtown Expansion





Catalyst Site Recommendations – Downtown Expansion





Block 1

- Stage and Courtyard Enhance and program
- Art Alley and Extension
- Rehab and reposition historic buildings
- Mural Walls
- Extend streetscape

Block 2

- Complex ownership
- Strategic acquisition
- Mixed-use commercial
- Multifamily or senior residential
- Surface parking







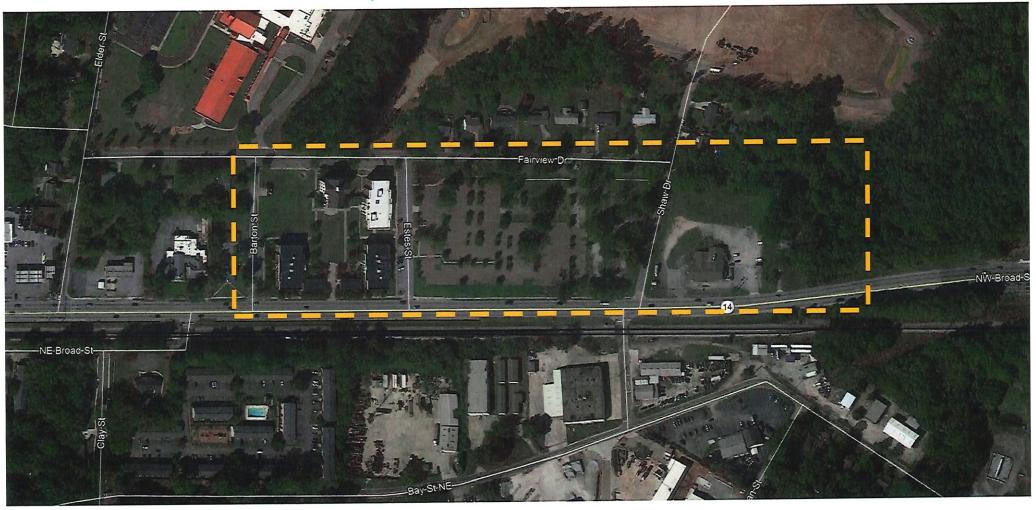


Block 3

- Mostly undeveloped
- Mixed-use commercial
- Residential
- Surface parking
- Extend streetscape and Art Alley
- Mayors Park

Catalyst Site Recommendations – Fairburn Education Campus Expansion





Catalyst Site Recommendations – Fairburn Education Campus Expansion





Block 1

- · Complete campus with fifth building
- Public art and activation

Block 2

- Extend campus and campus green
- Maintain parking
- Education uses
- Workforce and small business training
- Entrepreneur center and incubator
- Campus serving retail
- Extend streetscape and on-street parking
- Public art and activation

Block 3

- Mostly undeveloped
- Multi-family residential
- Faculty, students, etc.









Catalyst Site Recommendations – South of Broad Neighborhood





Catalyst Site Recommendations – South of Broad Neighborhood





Block 1

- City-owned property
- Extend Malone Street and Cole Street
- Community open space and trail
- · Mix single-family residential
- Reflects historic housing types
- "Missing middle"
- Best opportunity for shorter-term development
- Add residential within walking distance to Downtown
- Public art and activation

Block 2

- Phase 2
 - New access/frontage
 - Follow development in Block 1
 - Partner or acquire

















Key Roadway and Safety Improvements

- Remaining Phases of Broad Street Streetscape Project
 - Dodd Street to SR 138
 - Brooks Drive to Smith Street
- Pedestrian Tables along Broad Street
- W. Campbellton Road at Rivertown Road Realignment













Key Bicycle and Pedestrian Improvements

- Downtown
 - Both sides of Washington Street from Church Street to Manor at Broad Street, including crosswalks
 - Both sides of Mullis Street from Campbellton Street to Orchard Street, including crosswalks
 - Malone Street from Valley View Drive to Washington Street, including crosswalks
- Campbell Elementary School, Landmark Christian School
- Senoia Road Improvements
 - Streetscapes from Broad Street to Bay Street
 - Bike Lanes from W Broad to SR 74
- New Connection to Aerotropolis Greenway













Implementation Strategy

This Plan will continually move forward (not sit on shelf) due to the incorporation of:

- Five-Year Implementation Plan
 - Recommendations actions and projects
 - Evaluation process used monitor plan implementation
- 100-Day Action Plan
 - Includes no-cost or very low-cost actions and organization steps











Thank You!













CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Police Department Vehicle Purchase & Outfitting							
() AGREEMENT () POLICY / DISCUSSION () CONTRACT () ORDINANCE () RESOLUTION (X) OTHER							
Submitted: Oct. 29, 2021	Work Session: Nov. 08, 2021 Coun	cil Meeting: Nov. 08, 2021					
<u>DEPARTMENT</u> : Police							
BUDGET IMPACT: \$289,0	617						
PUBLIC HEARING? () Yes (X) No							
<u>PURPOSE</u> : The police department is requesting approval to reserve vehicles for purchase and outfitting later this year of six (6) Ford Explorer police vehicles.							
<u>HISTORY:</u> The police department is requesting approval for \$217,617 to purchase six Ford Explorer police vehicles.							

The purchase of the vehicles is at state contract pricing.

The police department also requests an additional \$72,000 for aftermarket equipment outfitting at \$12,000 for each of the six vehicles. Outfitting includes blue lights, siren, radios, etc.

Three will feature hybrid engines (\$37,980 x 3) to support the city's environmental initiatives.

Budget lines to be used:

100-3200-54-2200 Vehicles

100-3200-54-2500

Equipment for vehicles

Three of these vehicles will feature standard gasoline engines (\$34,559 x 3).

<u>RECOMMENDED ACTION</u>: Approval for the purchase and outfitting of six Ford Explorer police vehicles.

Elizabeth Carr-Hurst, Mayor

Elyabet Can Hust



GA Statewide Contract ES-RFR-40199-409 Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.3L V6 Gasoline Engine 99B, Cloth Front/Vinyl Rear, Power Windows/Locks/Mirrors/Drv Seat, Pursuit Rated Tires WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080 Dave Loper Phone (678) 481-1278 Fax (770) 433-2412 email: dloper@wade.com

	Code	Vehicle Options A		Total		Code	Vehicle Options B		Total
	99W :	3.3 V6 Electric/Gasoline Hybrid	3,421.00	0.00			Pre Wire Grille	49.00	0.00
	99C	3.0 L V6 EcoBoost Engine	4,188.00	0.00		66A	Head Light Solution*	868.00	0.00
	76D	Deflector Plate	325.00	0.00		21L	Front Aux Warn Lights*	540.00	0.00
	51PW	Spotlight Prep (1,2)	137.00	0.00			Windshield Warning Lights*	1,110.00	0.00
	51TV	LED Spot Light (1,2) Whelen	407.00	0.00		18X	100 Watt Siren Speaker	306.00	0.00
1	51RS	LED Spot Light (1,2) Unity	383.00	383.00		67V	Front/Rear Police Wire Harness	180.00	0.00
	43D	Dark Car (Courtesy light inop)	25.00	0.00	1	67U	Ultimate Wiring Pkg	544.00	544.00
	47A	Engine Idle Safety Feature	255.00	0.00		63B	Side Marker Mirror Lights*	285.00	0.00
	17T	Red Cargo Dome Lamp	49.00	0.00		86T	Tail Light Housing Only	58.00	0.00
	65U	Interior Upgrade	379.00	0.00		66B	Tail Light Solution*	418.00	0.00
	16C	Carpet w/ Mats	122.00	0.00		66C	Rear Lighting Solution*	442.00	0.00
	88F	2nd Row Cloth Seats	59.00	0.00		43A	Rear Aux Liftgate Lights*	383.00	0.00
	87P	Power Passenger Seat	316.00	0.00		63L	Rear Quarter Marker Lights*	563.00	0.00
1	17A	Dual AC w/ Front Controls	597.00	597.00		96T	Rear Spoiler Warning Lights*	1,449.00	0.00
	64E	Painted Aluminum Wheels	461.00	0.00		67H	Ready for Road Pkg*	3,485.00	0.00
	65L	Full Wheel Covers	59.00	0.00		16D	Badge Delete	0.00	0.00
	59*	Keyed Alike (Need code)	49.00	0.00		76P	Pre Collision Assist	144.00	0.00
1	55F	Keyless Remote (4 total)	332.00	332.00		19V	Rear Camera on Demand	230.00	0.00
	593	Perimeter Alarm (reg 55F)	117.00	0.00		68B	Police Perimeter Alert	655.00	0.00
	87R	Camera Monitor in Mirror	0.00	0.00		47E	12.1 Intergrate Comp Screen	2,660.00	0.00
1	76R	Reverse Sensing	269.00	269.00					0.00
	60R	Noise Suppression Bonds	98.00	0.00			* All factory light pkg are R/B		0.00
	68E	Low Band Noice Supp Kit	189.00	0.00			B/B & R/R avail special order		0.00
	549	Heated Mirrors	59.00	0.00			Call/email for pricing		0.00
1	55B	BLIS (Blind Spot Alert)	533.00	533.00					0.00
	63V	Cargo Storage Vault	239.00	0.00			Other Installed Equipment		0.00
	942	Daytime Running Lights	44.00	0.00			ESP Coverage		0.00
	68G	Rear Door Handle/Lock Inop	74.00	0.00			Maintenance Coverage		0.00
	52P	Hidden Lock Plunger	157.00	0.00					0.00
	18W	Rear Window Inop	25.00	0.00		CB1	Standard Cop Box Installed	1,695.00	0.00
	90DE	Ballistic Doors Lvl 3+ (1,2)	1,553.00	0.00		SB1	Standard Scale Box Installed	1,995.00	0.00
			2,365.00	0.00			other models available		0.00
	_	Engine Block Heater	88.00	0.00					0.00
	52T	Tralier Tow Light Wiring pkg	79.00	0.00			2-Tone Doors and Roof	1,600.00	0.00
	92G	Delete All Privacy Glass	116.00	0.00			2-Tone Doors only	1,250.00	0.00
	92R	Delete 2nd Row Privacy Glass	83.00	0.00					0.00
	61B	OBD-II Split Connector	54.00	0.00					0.00
				0.00		•	DELIVERY 1.50/mile, Min 50	2.0	0.00

	PAINT COLORS						
YZ	Oxford White	Vermillion Red	E4				
UM	Black	Dark Toreador Red Metallic	JL				
JS	Iconic Silver Metallic	Medium Brown Metallic	BU				
LK	Dark Blue (HEAT)	Arizona Beige Clearcoat	E3				
LM	Royal Blue	Smokestone Metallic	HG				
FT	Blue Metallic	Kodiac Brown Metallic	J1				
LN	Light Blue Metallic	Medium Titanium Metallic	YG				
TN	Silver Gray Metallic	Fire Engine Red (VSO)	4650				
UJ	Sterling Gray Metallic	Dark Forest Green (VSO)	7606				
M7	Carbonized Gray	Emerald Green (VSO)	7862				

31,901.00	Base venicie	-OB Smyrna					
2,114.00	Total Chassis Options						
544.00	Body Options	Total Body Options VSO Paint					
0.00	VSO Paint						
0.00	Delivery Zone						
34,559.00	Total						
0.00	nits for order	# U					
	gency Contact	Α					
	Agency						
	Phone						
	Address						

VSO Special Paint add 950.00

rev 07.23.20



GA Statewide Contract ES-RFR-40199-409 Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.3L V6 Gasoline Engine 99B, Cloth Front/Vinyl Rear, Power Windows/Locks/Mirrors/Drv Seat, Pursuit Rated Tires
WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080
Dave Loper Phone (678) 481-1278 Fax (770) 433-2412 email: dloper@wade.com

1	Code	Vehicle Options A		Total	v 10 g	Code	Vehicle Options B		Total
1	99W	3.3 V6 Electric/Gasoline Hybrid	3,421.00	3,421.00		60A	Pre Wire Grille	49.00	0.00
	99C	3.0 L V6 EcoBoost Engine	4,188.00	0.00		66A	Head Light Solution*	868.00	0.00
	76D	Deflector Plate	325.00	0.00		21L	Front Aux Warn Lights*	540.00	0.00
	51PW	Spotlight Prep (1,2)	137.00	0.00		96W	Windshield Warning Lights*	1,110.00	0.00
	51TV	LED Spot Light (1,2) Whelen	407.00	0.00		18X	100 Watt Siren Speaker	306.00	0.00
1	51RS	LED Spot Light (1,2) Unity	383.00	383.00		67V	Front/Rear Police Wire Harness	180.00	0.00
	43D	Dark Car (Courtesy light inop)	25.00	0.00	1	67U	Ultimate Wiring Pkg	544.00	544.00
	47A	Engine Idle Safety Feature	255.00	0.00		63B	Side Marker Mirror Lights*	285.00	0.00
	17T	Red Cargo Dome Lamp	49.00	0.00		86T	Tail Light Housing Only	58.00	0.00
	65U	Interior Upgrade	379.00	0.00		66B	Tail Light Solution*	418.00	0.00
	16C	Carpet w/ Mats	122.00	0.00		66C	Rear Lighting Solution*	442.00	0.00
	88F	2nd Row Cloth Seats	59.00	0.00		43A	Rear Aux Liftgate Lights*	383.00	0.00
	87P	Power Passenger Seat	316.00	0.00		63L	Rear Quarter Marker Lights*	563.00	0.00
1	17A	Dual AC w/ Front Controls	597.00	597.00		96T	Rear Spoiler Warning Lights*	1,449.00	0.00
	64E	Painted Aluminum Wheels	461.00	0.00		67H	Ready for Road Pkg*	3,485.00	0.00
	65L	Full Wheel Covers	59.00	0.00		16D	Badge Delete	0.00	0.00
	59*	Keyed Alike (Need code)	49.00	0.00		76P	Pre Collision Assist	144.00	0.00
1	55F	Keyless Remote (4 total)	332.00	332.00		19V	Rear Camera on Demand	230.00	0.00
	593	Perimeter Alarm (req 55F)	117.00	0.00		68B	Police Perimeter Alert	655.00	0.00
	87R	Camera Monitor in Mirror	0.00	0.00		47E	12.1 Intergrate Comp Screen	2,660.00	0.00
1	76R	Reverse Sensing	269.00	269.00					0.00
	60R	Noise Suppression Bonds	98.00	0.00			* All factory light pkg are R/B		0.00
	68E	Low Band Noice Supp Kit	189.00	0.00			B/B & R/R avail special order		0.00
	549	Heated Mirrors	59.00	0.00			Call/email for pricing		0.00
1	55B	BLIS (Blind Spot Alert)	533.00	533.00					0.00
	63V	Cargo Storage Vault	239.00	0.00			Other Installed Equipment		0.00
	942	Daytime Running Lights	44.00	0.00			ESP Coverage		0.00
	68G	Rear Door Handle/Lock Inop	74.00	0.00			Maintenance Coverage		0.00
	52P	Hidden Lock Plunger	157.00	0.00					0.00
	18W	Rear Window Inop	25.00	0.00		CB1	Standard Cop Box Installed	1,695.00	0.00
	90DE	Ballistic Doors Lvl 3+ (1,2)	1,553.00	0.00		SB1	Standard Scale Box Installed	1,995.00	0.00
	90FG	Ballistic Doors Lvl 4+ (1,2)	2,365.00	0.00			other models available		0.00
	41H	Engine Block Heater	88.00	0.00					0.00
	52T	Tralier Tow Light Wiring pkg	79.00	0.00			2-Tone Doors and Roof	1,600.00	0.00
	92G	Delete All Privacy Glass	116.00	0.00			2-Tone Doors only	1,250.00	0.00
	92R	Delete 2nd Row Privacy Glass	83.00	0.00					0.00
	61B	OBD-II Split Connector	54.00	0.00					0.00
				0.00			DELIVERY 1.50/mile, Min 50	2.00	0.00

	PAIN	T COLORS	
YZ	Oxford White	Vermillion Red	E4
UM	Black	Dark Toreador Red Metallic	JL
JS	Iconic Silver Metallic	Medium Brown Metallic	BU
LK	Dark Blue (HEAT)	Arizona Beige Clearcoat	E3
LM	Royal Blue	Smokestone Metallic	HG
FT	Blue Metallic	Kodiac Brown Metallic	J1
LN	Light Blue Metallic	Medium Titanium Metallic	YG
TN	Silver Gray Metallic	Fire Engine Red (VSO)	4650
UJ	Sterling Gray Metallic	Dark Forest Green (VSO)	7606
M7	Carbonized Gray	Emerald Green (VSO)	7862

Tota	l Chassis Options	5,535.00
To	otal Body Options	544.00
	VSO Paint	0.00
	Delivery Zone	0.00
	Total	37,980.00
#	Units for order	0.00
	Agency Contact	
	Agency	
	Phone	
	Address	

31,901.00

FOB Smyrna Base Vehicle

VSO Special Paint add 950.00

rev 07.23.20



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: ADOPTION OF THE LCI DOWNTOWN MASTER PLAN

() AGREEMENT() ORDINANCE	() POLICY / DISCUSSION (X) RESOLUTION	() CONTRACT () OTHER
Submitted: 11/1/2021	Work Session: N/A	Council Meeting: 11/08/2021
DEPARTMENT: Community	y Development/Planning and Zo	oning Office
BUDGET IMPACT : None		
PUBLIC HEARING: () Y	es (X)No	

<u>PURPOSE</u>: For the Mayor and City Council to adopt by resolution the City of Fairburn's Livable Centers Initiative (LCI) Downtown Master Plan.

HISTORY: On February 28, 2020, the Planning and Zoning Office submitted a grant application to the Atlanta Regional Commission's (ARC) LCI 2020 Call for Planning Studies. The LCI grant is designed to help communities become more walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The City's application to ARC requested assistance with performing a major update to the Downtown Master Plan.

On May 15, 2020, the ARC announced that they had awarded \$1.4 million in LCI grants to fund planning studies in 10 metro Atlanta communities. The City of Fairburn's Downtown Master Plan was one of the 10 applications selected. The Request for Proposal (RFP) was released on August 5, 2020, with a proposal due date of September 1, 2020. The Collaborative Firm in collaboration with Kimley-Horn and Metro Analytics was awarded the contract for \$115,425.00.

<u>FACTS AND ISSUES</u>: At the beginning of the project, a stakeholder committee was developed to guide the development of the plan. The community engagement process included a series of meetings to engage Fairburn citizens, business owners, and other stakeholders as well as the core team. There were three (3) core team meetings held, three (3) community engagement meetings, and a developer's roundtable.

The Downtown Master Plan contains the study goals, objectives, recommended solutions, and implementation strategies for the LCI study area. The implementation component of the plan provides a 100-Day Action Plan and Long Term Action Plan. In addition, the plan provides several potential catalytic sites for development and transportation improvement recommendations and strategies to improve safety and address pedestrian needs.

RECOMMENDED ACTION: For the Mayor and Council to adopt the LCI Downtown Master Plan.

Elizabeth Carr-Hurst, Mayor

2	COUNTY OF FULTON		
4 5 6 7 8	FAIRBURN, GEORGIA, TO ADOPT CENTERS INITIATIVE (LCI) DOWN	ND CITY COUNCIL OF THE CITY OF THE CITY OF FAIRBURN'S LIVABLE STOWN MASTER PLAN UPDATE; TO DNS; TO PROVIDE FOR AN EFFECTIVE	
9	DATE, AND FOR OTHER FURI OSES.	•	
10 11 12 13	that it is necessary and in the best interest of	f the City of Fairburn, Georgia have determined f the City to update the City's Livable Centers as set forth in Exhibit A attached hereto and	
15 16 17	WHEREAS, the LCI Downtown Master Plan Update serves as a guide to help the City of Fairburn become more walkable with increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services; and		
18 19 20 21 22	WHEREAS, the City of Fairburn's LCI Downtown Master Plan Update contains the study goals, objectives, recommended solutions and implementation strategies for the LCI study area; and		
23 24 25 26	NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Fairburn hereby adopts the City of Fairburn's Livable Centers Initiative (LCI) Downtown Master Plan Update;		
27 28 29	BE IT FURTHER RESOLVED that a resolution be and the same hereby repealed	any and all resolutions in conflict with this	
30 31	BE IT RESOLVED by the City Council of	f FAIRBURN, this 8th day of November, 2021.	
32 33 34	CITY OF FAIRBURN, GEORGIA		
35 36 37 38		Elizabeth Carr-Hurst, Mayor	
39 40 41	ATTEST:	APPROVED AS TO FORM:	
41 42 43	Deannia Ray, City Clerk	William R. Turner, City Attorney	

1 STATE OF GEORGIA

RESOLUTION NO.: 2021-06



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

ENGINEERING FOR PROJECT MANAGEMENT, REQUEST FOR PROPOSAL, BID PHASE, AND CONSTRUCTION MANAGEMENT FOR THE FIRE HYDRANT REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$23,980.00) POLICY / DISCUSSION () CONTRACT) AGREEMENT) RESOLUTION) ORDINANCE (X) OTHER Submitted: 11/01/2021 Work Session: N/A Council Meeting: 11/08/2021 **DEPARTMENT:** Utilities BUDGET IMPACT: The budget impact of this task order will be \$23,980.00 The proposed expenditures will come out of the American Rescue Act Account (230-0000-54-1400). PUBLIC HEARING? () Yes (X) No

SUBJECT: APPROVAL OF TASK ORDER #146 WITH INTEGRATED SCIENCE &

<u>PURPOSE</u>: For Mayor and Council to approve Task Order #146 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Request for Proposal, Bid Phase, and Construction Management for the Fire Hydrant Replacement Project for an amount not to exceed \$23,980.00

HISTORY: On June 14, 2021, City Council voted to approve eligible projects for the American Rescue Act funding. The requirements were for investments to be for water, sewer, and broadband infrastructure.

<u>FACTS AND ISSUES:</u> The City of Fairburn has had fire hydrants that will need to be upgraded to 8" pipelines and are 2-way instead of 3-way LDH connections. 18 fire hydrants were identified by the Fire Department. The new fire hydrants will increase water pressure for fire emergencies.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #146 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Request for Proposal, Bid Phase, and Construction Management for the Fire Hydrant Replacement Project and authorize the Mayor to sign Task Order # 146 for an amount not to exceed \$23,980.00

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, Utilities Director

October 21, 2021

Company:

City of Fairburn

Date: From:

Cary Dial, P.E.

56 Malone Street

Address:

Fairburn, Georgia 30215

Copy to:

File

Project:

Fire Hydrant Replacement

TOF #:

146

BACKGROUND

The City of Fairburn is looking to replace existing fire hydrants that are not compatible with the equipment the Fire Department now uses. The project will include the replacement of approximately 18 hydrants with new hydrants meeting Fire Department standards. This Task Order Form (TOF) indicates the scope, schedule and fee to perform this work.

SCOPE OF SERVICES

- Task 1 Project Management. ISE will provide project management including coordination and correspondence with City staff and other stakeholders. This task includes meetings with the Utilities Department, Fire Department and other stakeholders.
- Task 2 Project Manual and Construction Drawings. ISE will prepare a complete bid package with associated contract documents, technical specifications and construction drawings
- Task 3 Bid Phase. ISE will assist the City staff during the competitive bidding process. This includes responding to contractors, issuing addenda(s) if required, attending the bid opening, and making contractor award recommendation.
- Task 4 Construction Management. ISE will assist the City staff as requested during replacement of the hydrants on an hourly basis. This includes shop drawings, pay requests review, site visits, and contract closeout.

SCHEDULE

- Task 1 Project Management: Provided for the duration of the project.
- Task 2 Project Manual and Construction Drawings: To begin after receiving authorization from the City of Fairburn and completed within 4 weeks.
- Task 3 Bid Phase: Provided from conclusion of all tasks above and continuing for a duration of approximately 45 days.

TASK ORDER FORM

Task 4 – Construction Management: Provided from conclusion of Task 3 and continuing until construction is completed.

FEE ESTIMATE

Task	Fee
Task 1 – Project Management	\$1,460 (Lump Sum)
Task 2 – Request for Proposal	\$7,280 (Lump Sum)
Task 3 – Bid Phase	\$7,160 (Lump Sum)
Task 4 – Construction Management	\$8,080 (Hourly, NTE)
Total Contract Amount	\$23,980

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with the 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:	Signature:
Name:	Name: CAN DIAL
Title:	Title: Dinapa
Date:	Date: 10/22/202

Fire hydrants that will need to be upgraded to 8" pipelines and are 2-way instead of 3-way that have been identified by the Fire Department.

- 1. 338 Bay St.
- 2. Bay St. / Clayton St.
- 3. 96 Brooks Dr.
- 4. 152 NW Broad St.
- 5. Clayton St. / Chestnut St.
- 6. Fairview Dr./ Elder St.
- 7. Fairview Dr. / Jones Ave
- 8. 153 Fairview Dr.
- 9. 379 Fayetteville Rd.
- 10. Grant St. / Chestnut St.
- 11. Heath St. (Across from FC NG Fueling Station)
- 12. SE Malone St. / Greene St.
- 13. 121 Orchard St.
- 14. 106 Poplar St.
- 15. Spence Rd. / Poplar St.
- 16. 353 Spence Rd. (Across from this location)
- 17. 401 Spence Rd. (Across from this location)
- 18. 94 Vickery Dr.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: AMERICAN RESCUE PLAN ACT						
() AGREEMENT () ORDINANCE	() POLICY / DISCUSSION () RESOLUTION	() CONTRACT (X) OTHER				
Submitted: 06/08/2021	Work Session: N/A Council Meeti	ing: 06/14/2021				
<u>DEPARTMENT</u> : Finance						
BUDGET IMPACT: \$3,130,890						
PUBLIC HEARING? () Yes (X) No						

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

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

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

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

Elizabeth Carr-Hurst, Mayor

MASTER SERVICES AGREEMENT CITY OF FAIRBURN

THIS IS AN AGREEMENT made as of Colored Colore

- 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

- 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.
- 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.
- 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.
- 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.
- Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Designate a person (or persons) to act as CLIENT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

6.0 SECTION 6 - ENGINEER'S RESPONSIBILITIES

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

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

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

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

7.0 SECTION 7 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

CLIENT:

City of Fairburn

(Name) MARIO B. AVERY

(Title) MARIOR

Attest: Tow PIDGWAY

ENGINEER:

Integrated Science & Engineering, Inc.

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

President

Attest:

ATTACHMENT A

UNIT RATES

Integrated Science & Engineering, Inc.

	70 / ///
	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
	\$60
Administration / Clerical	ΨΟΟ
Subcontractor / Subconsultant	Cost + 15%
	Cost + 15%
Reimbursables	0000 . 1070



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

ENGINEERING FOR PROJECT MANAGEMENT, MANUAL AND CONSTRUCTION DRAWINGS, BID PHASE, AND CONSTRUCTION MANAGEMENT FOR THE PUMP STATION IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$38,395.00) AGREEMENT) POLICY / DISCUSSION) CONTRACT) ORDINANCE) RESOLUTION (X) OTHER Submitted: 11/01/2021 Work Session: N/A Council Meeting: 11/08/2021 **DEPARTMENT:** Utilities **BUDGET IMPACT:** The budget impact of this task order will be \$23,980.00 The proposed expenditures will come out of the American Rescue Act Account (230-0000-54-1400). **PUBLIC HEARING?** () Yes (X) No

SUBJECT: APPROVAL OF TASK ORDER #147 WITH INTEGRATED SCIENCE &

PURPOSE: For Mayor and Council to approve Task Order #147 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Manual and Construction Drawings, Bid Phase, and Construction Management for the Pump Station Improvements for an amount not to exceed \$38,395.00.

HISTORY: On June 14, 2021, City Council voted to approve eligible projects for the American Rescue Act funding. The requirements were for investments to be used for water, sewer, and broadband infrastructure.

FACTS AND ISSUES: The City of Fairburn will need improvements to the four existing pump stations: Fireside, John Rivers, Evergreen, and Shaw. The improvements will include components such as guide rails, vault access, safety grates, vent screens, yard hydrants, lights, pumps, mixers, and a SCADA system. The project will find an optimal solution to an existing manhole at 2045 Broadmoor Way that has a history of flooding.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #147 with Integrated Science & Engineering, Inc. (ISE) for the Project Management, Manual and Construction Drawings, Bid Phase, and Construction Management for the Pump Station Improvements and authorize the Mayor to sign Task Order # 147 for an amount not to exceed \$38,395.00.

Elizabeth Cur Hurst 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: P.O

P.O. Box 145

Fairburn, Georgia

Date:

September 27, 2021

From:

John M. Nolin

Copy to:

Cary R. Dial

Project:

City of Fairburn Pump Station Improvements

TOF #:

147

BACKGROUND

The City of Fairburn desires improvements to its four existing pump stations; Fireside, John Rivers, Evergreen, and Shaw. Improvements include components such as guide rails, vault access, safety grates, vent screens, yard hydrants, lights, pumps, and mixers. The project will also include installation of a SCADA system at each pump station. In addition, the project will find an optimal solution to an existing manhole located at 2045 Broadmoor Way that has a history of flooding. This Task Order Form (TOF) outlines the Scope, Schedule, and Fee associated with performing the work outlined herein.

SCOPE OF SERVICES

Task 1 – Project Management. ISE will provide project management including coordination and correspondence with the City of Fairburn, pump manufacturer, electrical engineer, and other stakeholders to provide a solution for accomplishing this work.

Task 2 – Project Manual and Construction Drawings. ISE will prepare a complete bid package with associated contract documents, technical specifications and construction drawings. This to include all electrical and instrumentation.

Task 3 – Bid Phase. ISE will assist the City staff during the competitive bidding process. This includes bid phase RFI's, issuing addenda(s) if required, attending the bid opening, and making contractor award recommendation.

Task 4 – Construction Management. ISE will assist the City staff as requested during construction on an hourly basis. This includes shop drawings, construction phase RFI's, pay requests review, site visits, and contract closeout.

SCHEDULE

Task 1 – Project Management: Provided for the duration of the project.

Task 2 – Project Manual and Construction Drawings: To begin after receiving authorization from the City of Fairburn and completed within 6 weeks.

TASK ORDER FORM

Task 3 - Bid Phase: Provided from conclusion of all tasks above and continuing for a duration of approximately 45 days.

Task 4 – Construction Management: Provided from conclusion of Task 3 and continuing until construction is completed.

FEE ESTIMATE

Task	Fee
Task 1 – Project Management	\$2,920 (Lump Sum)
Task 2 – Project Manual and Construction Drawings	\$16,755 (Lump Sum)
Task 3 – Bid Phase Assistance	\$6,440 (Lump Sum)
Task 4 – Construction Management	\$12,280 (Hourly, NTE)
Total Contract Amount	\$38,395

The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with <u>City of Fairburn</u> dated <u>8/14/2017</u>. As our authorization, please sign in the space provided below.

City of Fairburn	Integrate	ed Science & Engineering, Inc.
Signature:	Signature	: Caryl Seal
Name:	Name:	CAM DIAL
Title:	Title:	Principal
Date:	Date:	10/26/2021



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: AMERICAN RESCUE PLAN ACT						
() AGREEMENT () ORDINANCE	() POLICY / DISCUSSION) RESOLUTION	() CONTRACT (X) OTHER			
Submitted: 06/08/2021	W	ork Session: N/A Council Meet	ing: 06/14/2021			
<u>DEPARTMENT</u> : Finance						
BUDGET IMPACT : \$3,130,890						
PUBLIC HEARING? () Yes (X) No						

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

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

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

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

Elizabeth Carr-Hurst, Mayor

MASTER SERVICES AGREEMENT CITY OF FAIRBURN

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

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

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

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

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

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

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

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

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

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

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

SECTION 4 – FEES AND PAYMENTS TO ENGINEER 4.0

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

5.0 SECTION 5 – CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall:

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

6.0 SECTION 6 - ENGINEER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

CLIENT:

City of Fairburn

(Name) MARIO B. AVERY

(Title) MAYOR

Attest: TOW 2 DOWAY

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%



Pump Station filling up due to damaged floats



Pump Station full of sewage, grease, and disposable materials. Not pumping.



2045 Broadmoor Way-Sewer surcharging from Manhole



Pump Station damaged. Need repairing to allow flow.