



CITY OF FOREST PARK MAYOR & COUNCIL CITY COUNCIL REGULAR SESSION

Tuesday, January 18, 2022 at 7:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

AGENDA

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James The Honorable Dabouze Antoine
The Honorable Hector Gutierrez The Honorable Latresa Akins-Wells
The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - "**City of Forest Park GA**"

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PUBLIC HEARINGS:

- 1. PUBLIC HEARING - Council Approval of a Conditional Use Permit for CUP-2021-01, Telithia Williams–** Department of Planning and Community Development
- 2. PUBLIC HEARING - Council Approval of a Conditional Use Permit for CUP-2021-02 Amerco Real Estate Company-** Department of Planning and Community Development

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:****APPROVAL OF MINUTES:**

3. **Council Approval of Council Work Session and Regular Meeting Minutes from January 4, 2022 - S.**
Diane White, City Clerk

NEW BUSINESS:

4. **Confirmation of the Director of Finance – Executive Offices**
5. **Council Approval to Enter into a Contract for a Medical Director – Fire Department**
6. **Council Approval to Extend the Stipend for First Responders (Firefighters/EMS/Police Officers and Dispatchers) – Executive Office**
7. **Council Approval of City Public Health Leave Resolution – Chief Executive Offices**
8. **Council Approval of a Resolution for an Assistance to Firefighters Grant (AFG) Program – Fire Department/Management Analyst**
9. **Council Approval of an On- Call Electrical Contractor Services – Public Works/ Procurement Department**
10. **Council Approval of Steve Lundquist for Indoor Pool Renovations – Recreation & Leisure Services Department**
11. **Council Approval of the Separation of Urban Redevelopment Authority (URA) and the Downtown Development Authority (DDA) Boards – Chief Executive Office**
12. **Council Approval of Development Authority Board Appointments – Economic Development Department**

CLOSING COMMENTS BY GOVERNING BODY:

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. PUBLIC HEARING - Council Approval of a Conditional Use Permit for CUP-2021-01, Telithia Williams– Department of Planning and Community Development

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of Approving Conditional Use Permits for CUP-2021-01, Telithia Williams– Department of Planning and Community Development

Submitted By: James Shelby

Date Submitted: December 30, 2021

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The Planning Commission met on Thursday, December 16, 2021 to discuss CUP-2021-01: The applicant, Telithia Williams, is requesting a Conditional Use Permit at 4838 Bartlett Road to allow for a Personal Care Home in a Single-Family Residential District (RS). Staff Approval was recommended, as well as approval from the Planning Commission Board members.

Cost: \$ NA

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

NA

Action Requested from Council:

Vote on Conditional Use Permit at 4838 Bartlett Road



CITY OF FOREST PARK

Planning Building & Zoning Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: December 16, 2021

City Council Meeting January 3, 2021

Case: CUP-2021-02

Current Zoning: RS- Single-Family Residential

Proposed Request: Requesting a Conditional Use Permit to allow for a Personal Care Home

Staff Report Compiled By: James Shelby

Staff Recommendation: Approval of Conditional Use Permit with Conditions

APPLICANT INFORMATION

Owner of Record:

Applicant:

Name: Telithia Williams
Address: 66 Clay Street SE
City/State: Atlanta GA 30317

Name: Telithia Williams
Address: 66 Clay Street SE
City/State: Atlanta GA 30317

PROPERTY INFORMATION

Parcel Number: 12208A A019
Address: 4838 Bartlett Road

Acreage: 0.22
FLU: Residential

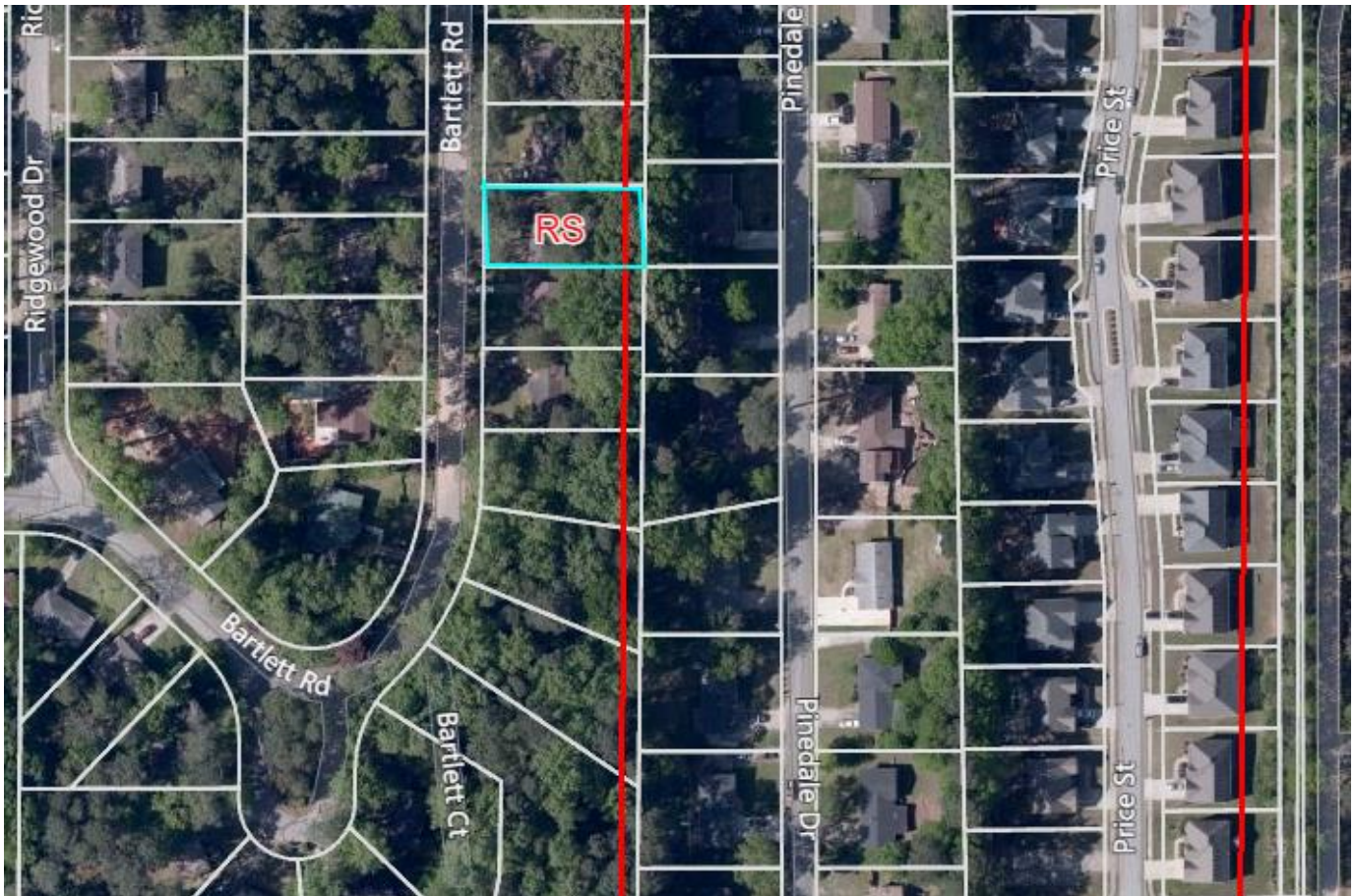
SUMMARY & BACKGROUND

The applicant, Telithia Williams is requesting a Conditional Use Permit to allow for a Personal Care Home in a single-family residential district (RS). The subject property is located at 4838 Bartlett Road, which is further known as parcel 12208A A019.

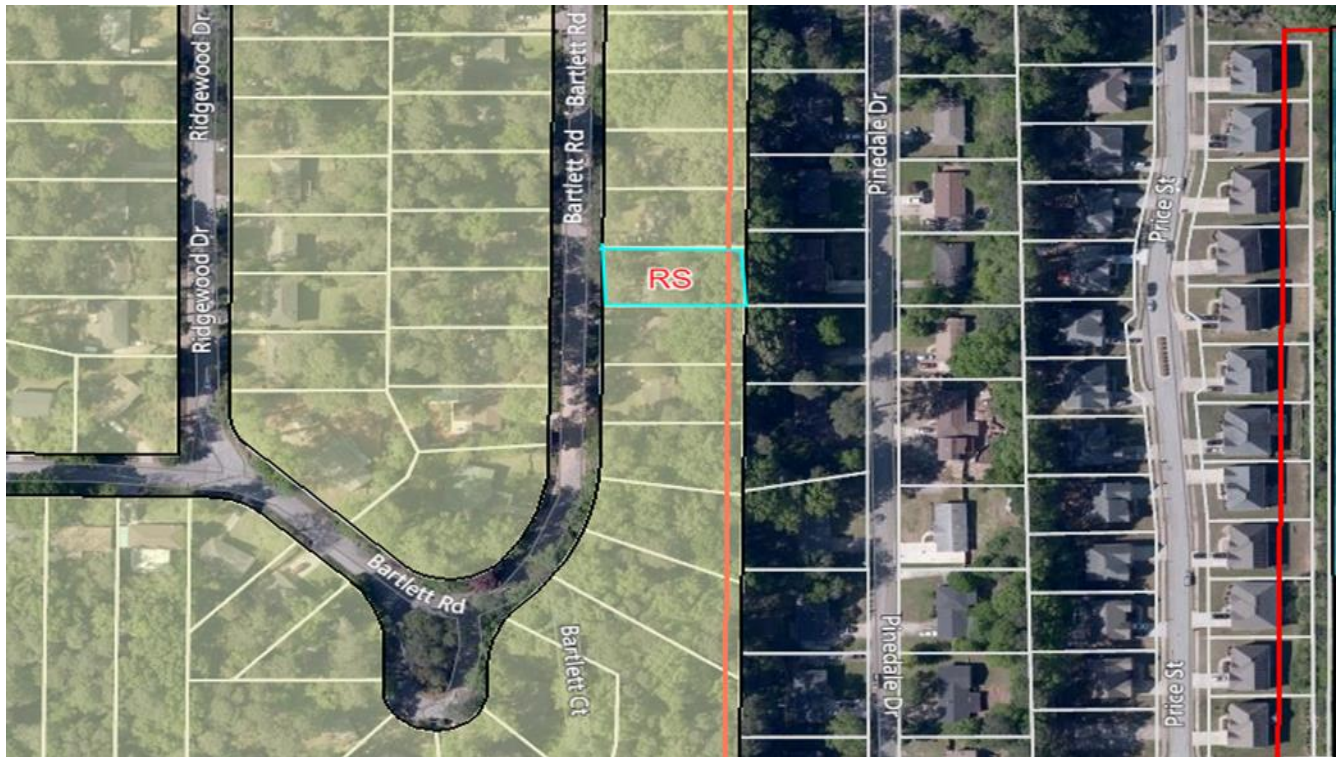
The property is an improved city lot with frontage on Bartlett Street. It is developed with a single-family detached dwelling unit with a concrete driveway that access Bartlett Street. The resident has four bedrooms, kitchen, living room, 2 baths, dining room, and a deck off the kitchen. The front lawn has grass coverage and there is no other vegetation, trees, shrubbery, etc. No additional landscaping is

proposed. The applicant proposes to house up to 4 individuals in resident. Two (2) non-resident employee on different shifts and the resident owner will be associated with the use. There will be no physical changes to the residence. No additional lighting is proposed by the applicant as the existing lighting, residential in nature, will remain unchanged. There is no signage proposed under this application. Sufficient parking space is available for non-resident and resident owner.

AERIAL MAP



ZONING MAP



Property Zoned Single-Family (RS)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS-Single-Family Residential	East	RS-Single-Family Residential
South	RS-Single-Family Residential	West	Unincorporated Residential

EXISTING SITE PHOTOS

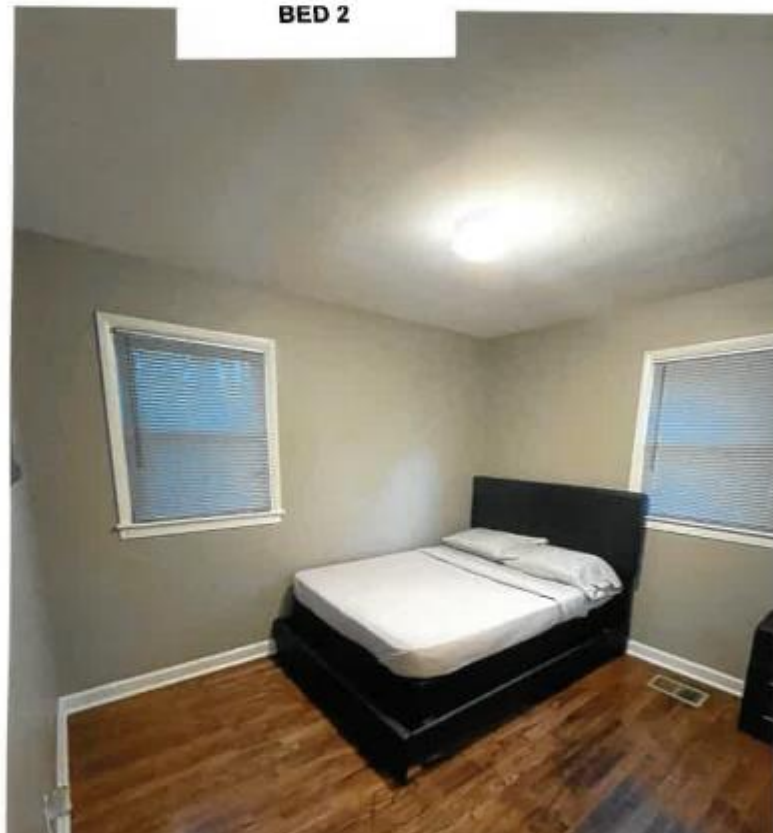


View of Site from Bartlett Street Looking East

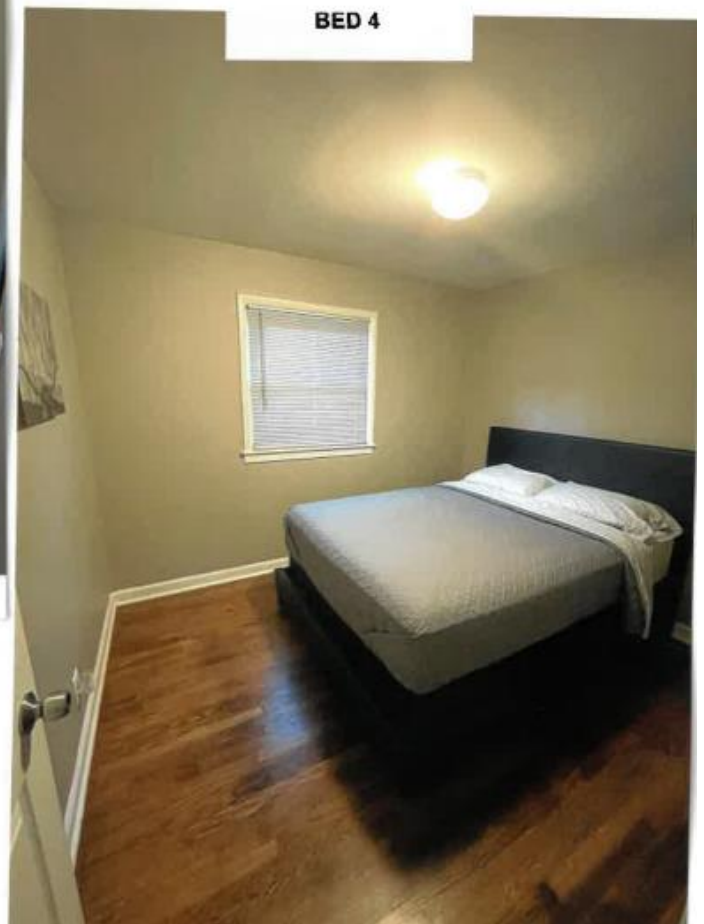
Interior Photos of Bedrooms



BED 2

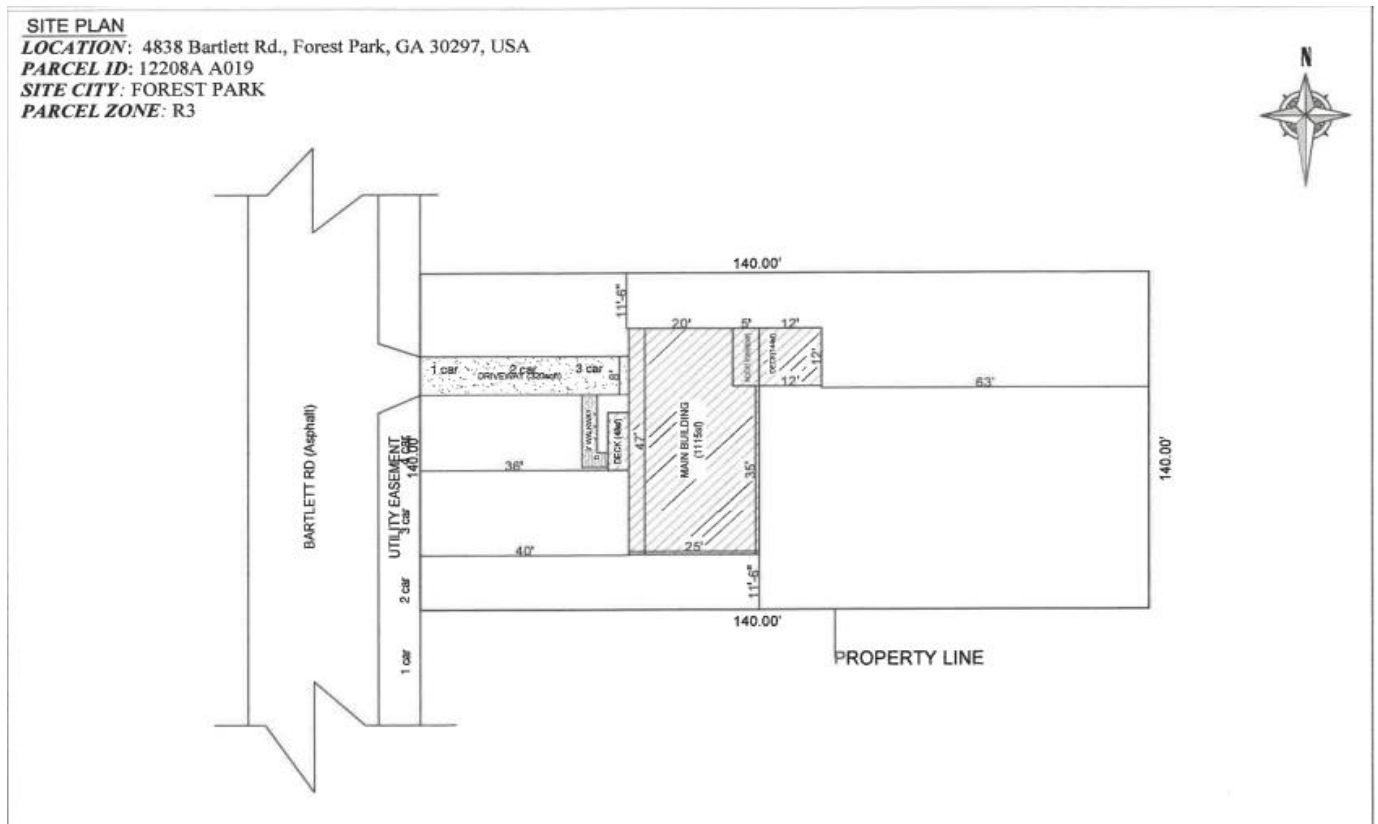


Master Bedroom and Bedroom 2



Bedroom 3 & 4

SITE PLAN



ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use conforms to the zoning ordinance requirements for a personal care home. The subject property is located in a residential zoned district and future land use plan designate this site for residential. The proposed use is compatible and consistent with the City's land use and development goals and objectives.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The requested conditional use will have no adverse impacts to existing roadway conditions or pedestrian facilities.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed conditional use will not increase or decrease or have no relationship to safety from fire and other dangers.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?**

The proposal development does not appear to be detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted to allow a personal care home.

5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** No impact on light and air quality.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the City, thus creating any area so dense in population as to adversely affect the health, safety and general welfare of the City?** The proposed use will not increase the population or density that would adversely affect the health, safety and general welfare of the city.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The conditional use will not cause any additional impact on the water/sewer and other utilities or other public services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.
11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The conditional use would not create an isolated district because the surrounding and adjacent properties are all zoned Residential Single-Family (RS).

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a Conditional Use Permit CUP 2021-02 for a Personal Care Home to house four (4) or more persons with the following Conditions and Requirements:

- A. All regulated facilities shall comply with the State regulation and acquire applicable State licenses for operation.
- B. The exterior appearance of any residential structure for which a personal care home, boarding home, or group home is approved, shall be maintained as a residential structure and no signs shall be erected.
- C. Meet all regulations as identified in the adopted building code and adopted fire code.
- D. Meet all parking standards as identified within this Code.
- E. All facilities must apply for and receive a City Business License.

Attachments Included:

Application

Letter of Intent

File Attachments for Item:

2. PUBLIC HEARING - Council Approval of a Conditional Use Permit for CUP-2021-02 Amerco Real Estate Company- Department of Planning and Community Development

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of Approving Conditional Use Permits for CUP-2021-02 Amerco Real Estate Company- Department of Planning and Community Development

Submitted By: James Shelby

Date Submitted: December 30, 2021

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The Planning Commission met on Thursday, December 16, 2021 to discuss CUP-2021-02: The applicant, Amerco Real Estate Company, is requesting a Conditional Use Permit to construct a 13,567 sq.ft. building on a 0.6361-acre parcel to house a Mini-Warehouse and Storage in the General Commercial (GC) District. Staff Approval was recommended, as well as approval from the Planning Commission Board members.

Cost: \$ NA

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

NA

Action Requested from Council:

Vote on Conditional Use Permit at the corner of Thurman Rd and Theatre Dr



CITY OF FOREST PARK

Planning Building & Zoning Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: December 16, 2021

City Council Meeting January 3, 2021

Case: CUP-2021-01

Current Zoning: GC-General Commercial

Proposed Request: Requesting a Conditional Use Permit to allow the construction of a Mini-Warehouse and Storage

Staff Report Compiled By: James Shelby

Staff Recommendation: Approval of Conditional Use Permit

APPLICANT INFORMATION

Owner of Record:

Name: MCRE Management Partners, LLC

Address: 4311 West Lovers Lane, Suite 100

City/State: Dallas TX 75209

Applicant:

Name: Amerco Real Estate Company

Address: 2727 N Central Ave

City/State: Phoenix, AZ 85004

PROPERTY INFORMATION

Parcel Number: 13017C A008 (Tract 3)

Acreage: 0.6361

Address: SW Corner of Theater Drive and Thurman Road

FLU: Commercial

SUMMARY & BACKGROUND

The applicant is requesting a Conditional Use Permit to construct a 13,567 sq.ft. building on a 0.6361-acre parcel to house a Mini-Warehouse and Storage Units. The General Commercial (GC) District requires that mini-warehouse and storage units acquire an approved Conditional Use Permit to operate at this site. The subject property is vacant and has frontage and access on Theater Road.

AERIAL MAP



ZONING MAP



Property Zoned General Commercial (GC)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	Theater Road Commercial	East	GC-General Commercial
South	GC-General Commercial	West	Jonesboro Road Commercial

EXISTING SITE PHOTOS



Looking Northwest from the Site

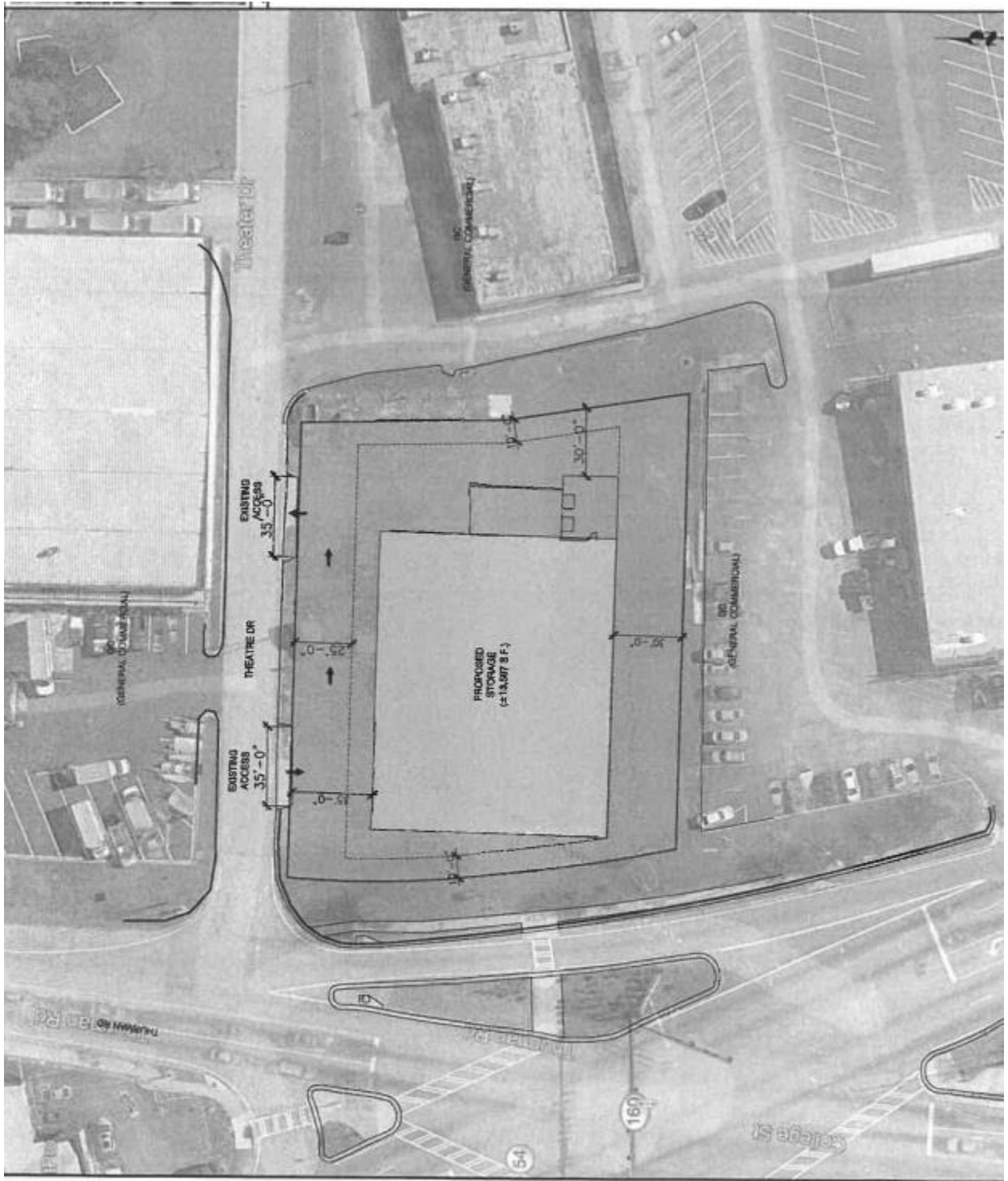


Looking South from the Site

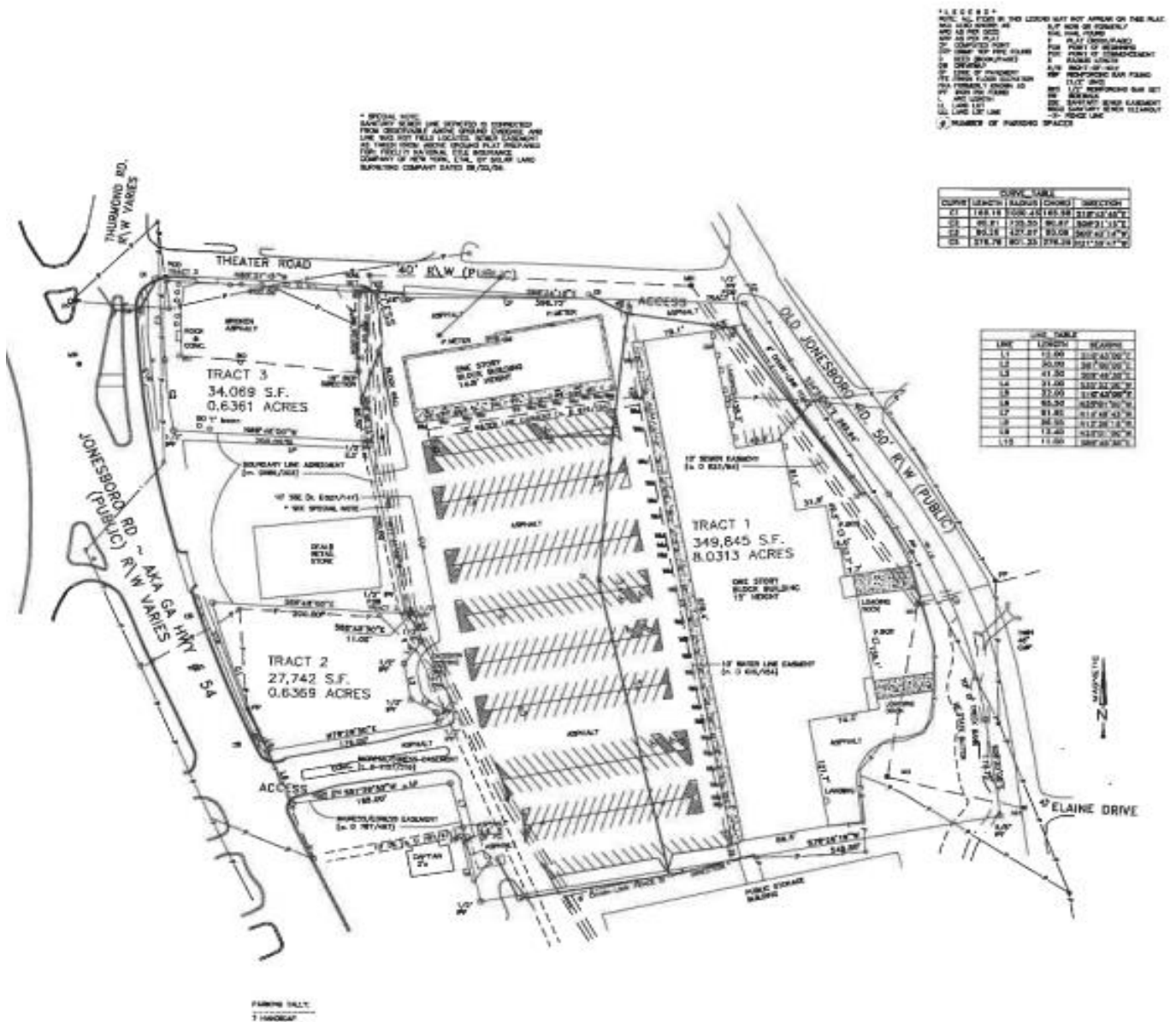


Looking North from the Site

SITE PLAN



SITE SURVEY



ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?**

The subject property is located in a commercial zoned district and the future land use plan designate this site for commercial. The proposed use is compatible and consistent with the City's land use and development goals and objectives.

2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?**

The proposal will not cause a significant impact on the transportation infrastructure.

3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?**

The proposed use will have no impact on community facilities

4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?**

The proposal development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted to allow a Mini-Warehouse and Storage units.

5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** No impact on light and air quality.

6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.

7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the City, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the City?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the City?

8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?**

The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services.

9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.

10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.

11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property

12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district because the surrounding and adjacent properties are all zoned General Commercial (GC).

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a Conditional Use Permit to allow the construction of a 13,567 sq.ft. building on a 0.6361-acre parcel to house a Mini-Warehouse and Storage Units. The use would be a suitable use under the General Commercial District and would serve as an additional community service which are already provided along the Jonesboro Road Corridor.

Attachments Included:

- Applications
- Letter of Intent

File Attachments for Item:

3. Council Approval of Council Work Session and Regular Meeting Minutes from January 4, 2022 -
S. Diane White, City Clerk



CITY OF FOREST PARK MAYOR & COUNCIL CITY COUNCIL WORK SESSION

Monday, January 3, 2022, at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
Phone Number: (404) 366.1555

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

DRAFT WORK SESSION MINUTES

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James The Honorable Dabouze Antoine
The Honorable Hector Gutierrez The Honorable Latresa Akins-Wells
The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

CALL TO ORDER/WELCOME: The meeting was called to order at 6:00pm by Mayor Butler.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2, Mayor Pro-Tem		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Arthur Geeter, Purchasing Director, Javon Lloyd, PIO Director and Joshua Cox, IT Director.

CITY MANAGER'S REPORT:**COMMUNITY INFORMATION/REMINDERS:**

- Clayton County Emergency Rental Assistance (ERA) is available for Tenants and Landlords by applying at relief.claytoncountyga.gov or calling (404)-697-4100 or (770)-997-4511.
- Rental Assistance for the City of Forest Park (GA) residents only. Resident can apply by contacting the City Edge Program at (404)-804-5008 or (404)-804-4904. This is one-time rental assistance that can help qualified resident up to a maximum of \$2,500.

CITY OPERATIONS:

- We are currently working to relaunch a monthly newsletter that will be distributed electronically month from our Public Information Office. Please ensure you sign up for our news and information via our Citizen Engagement Card or visiting the City of Forest Park's website www.forestparkga.gov

SHOUT OUT:

A huge shout out goes out to all the men and women of the Forest Park Police Department on a successful "Shop with a Cop" event the department was able to ensure 20 local families had a very merry Christmas. This was a two-day event funded by personal donations from police officers who wanted to brighten the holiday season for local children.

Thank you to Forest Park Police Department for your commitment to keeping our residents and business owners safe during the holiday season by initiating Operation Christmas Presences.

Forest Park Fire Department for their Christmas Delivery initiative that help feed and provide presents for families in our community.

Huge Thank You to Jonesy's Place and owner Nachae' Jones for hosting 1st of many appreciation luncheons for our Fire Fighters to help keep their spirits up during this time of unprecedented challenge. Ms. Jones thank you for your continued generosity and compassion to our first responders.

COVID UPDATE: EMS Coordinator Andrew Gelmini

As of December 26, 2021, Clayton County has 38,689 cases of COVID-19 and 743 confirmed deaths. Between 12/20 and 12/26 there were 1,813 new confirmed cases county wide. 48% of county residents have received at least 1 dose of vaccine and 43% are fully vaccinated. Forest Park makes up 9.1% of county cases dropping 0.1% from the last report. With a total of 3,290 cases as of 12/26 up 217 cases from last month.

The 20 to 50 age group shows the highest percentage of positive cases with African Americans showing the highest positive case percentage followed by Caucasian. Cases peaked in August and September and then peaked again in the second week of December. The age group 65 to 85 has the highest vaccination rate.

The EMS and EMA Coordinators are tracking 20 current legitimate exposures or positive cases of city employees currently under the new CDC and City COVID-19 procedures are working with them to return to work. The primary departments affected at this time are Fire and Police. With travel and the holidays, we had a large spike in cases which is partially attributed to the Omicron variant spreading rapidly but at this time showing less severe symptoms

in most cases. The CDC updated isolation and exposure guidelines on the 24th and again on the 27th to reflect the current recommendations based on CDC studies which the departments have adopted in the most recent update that went out. (7-PD, 8-Fire, 3 CH, 2 PW)

The CDC continues to encourage and recommend vaccination and boosters for COVID-19 which are available through several means. The current recommendations for vaccines are anyone 5 years and older. The current recommendation for boosters is at least 6 months after receiving the final dose of the first series for Moderna and Pfizer or 2 months after receiving the single dose Johnson and Johnson. People can text their zip code to 438829 or call 1-800-232-0233 to find local vaccine providers. You can also contact your primary care physician or local pharmacy to see if they are giving vaccines or visit www.vaccines.gov. The Clayton County Health District is giving vaccines based on availability and are rotating their locations to allow for easy access. They are requesting people wishing to receive the vaccine or booster to call and make an appointment at (678) 479-2223 and are currently giving vaccines and boosters at the Battle Creek location Tuesday, Wednesday, and Thursday from 9a-4p.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

It was motioned to recess into Executive Session by Councilmember James, seconded by Councilmember Akins-Wells at 6:10 pm.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

Councilmember James motioned to reconvene the Work Session seconded by Councilmember Gutierrez at 6:55pm.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

ADJOURNMENT:

Councilmember James motioned to adjourn the meeting, seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.



CITY OF FOREST PARK MAYOR & COUNCIL CITY COUNCIL REGULAR SESSION

Monday, January 3, 2021, at 7:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

FOREST PARK CITY HALL
745 Forest Parkway
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DRAFT REGULAR SESSION MINUTES

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James The Honorable Dabouze Antoine
The Honorable Hector Gutierrez The Honorable Latresa Akins-Wells
The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler

INVOCATION/PLEDGE: The invocation and pledge were provided by Dr. Rose M. Greene.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3, Mayor Pro-Tem		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Arthur Geeter, Purchasing Director, Javon Lloyd, PIO Director and Joshua Cox, IT Director.

PRESENTATIONS:**1. Swearing in Ceremony – Legislative Department**

Mayor Butler recognized Congresswoman Nikema Williams.

The oath of office was administered to Councilmember Kimberly James, Councilmember Dabouze Antoine and Mayor Angelyne Butler.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes) There were no comments.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

Councilmember James motioned to adopt the agenda, seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

APPROVAL OF MINUTES:**2. Council Approval of Council Work Session and Regular Meeting Minutes from December 6, 2021 - S. Diane White, City Clerk**

Councilmember James motioned to approve the Work Session and Regular Meeting Minutes of December 6, 2021, seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

NEW BUSINESS:**3. Council Approval of Mayor Pro-Tem – Executive Department**

Councilmember James motioned to appoint Councilmember Hector Gutierrez, as Mayor Pro-Tem seconded by Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – thank you to everyone that came out tonight. I appreciate it and I am honored. I am thankful to God for the great things he has done. I look forward to serving the city for another (4) years. Happy New Year!

Councilmember Antoine- thanks to everyone that took the opportunity to come tonight. This is special to me; I know if it was not for God I would not be in this position and I am grateful. I will go back to my country and tell the people they can become a mayor or a member of council if they put God first. As you know, Ward 2 is the best ward; you know we are going to take care of business. You have my number, let's go to work and God bless you all. Thanks for the support. I love you.

Councilmember Gutierrez – it is nice to see everyone and Happy New Year and Merry Christmas. I hope everyone had good holiday. I am excited the elections are over I hope now we can come together and look forward to our future. All the people that ran against the other candidates talked business and shared ideas they had. Any good ideas that you had bring them forward so we can make this the best city for our people. Happy Birthday to Councilmember Akins-Wells. As a teacher we are going back virtual, so everyone please be safe. Hopefully it will not be for long because I do miss the children and I believe we need to be in the classroom. We will not have a Food Truck Friday this month due to Covid and the weather. We will come back strong next month we will be celebrating Black History Month. Make sure you come out and celebrate the culture with us. The employees here at Forest Park do a phenomenal job putting these events together. Please be safe.

Councilmember Akins-Wells - thank you so much Councilmember Gutierrez for the birthday wish. Congratulations to the governing body. I would like to thank the Douglas Brothers Foundation over Christmas holiday we gave out over 400 toys at the gym to kids in Forest Park and surrounding cities. Thanks to the Fire Department who is always hands on with anything I have going on in the city. Sargent Sparks, Officer Marks, Officer Green, *Jaques* Wells and Curt Simmons thank you! I could not do it without you. Happy New Year to everyone and thank you all for coming out. I hope you all have a blessed New Year.

Councilmember Mears – I want to tell everyone how much it means to us to see a good crowd for this swearing in ceremony. I hope everyone had a merry Christmas and a happy New Year. Take care of yourself, protect yourself from Covid. Get tested and wear your mask. I am glad to see everyone that is here. I hope to see this room filled each meeting so that you can see how we are taking care of your business. Thank you.

Mayor Butler – I want to thank everyone for being present with us here tonight. I want to thank the residents for their confidence in me and for electing me for another (4) years. Rock Church of Atlanta you did an amazing job at the Toy Drive a few weeks ago. Thank you for your continued commitment to our community. I would like to recognize my family that is here; thank you so much for being here. I strive every day to make you guys proud and I hope I am living up to that.

ADJOURNMENT:

Councilmember James motioned to adjourn the Regular Session, seconded by Councilmember Akins-Wells. The meeting adjourned at 7:24pm.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

File Attachments for Item:

4. Confirmation of the Director of Finance – Executive Offices

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Confirmation of the Director of Finance – Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 04, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The City Manager seeks confirmation of a new Director of Finance.

Cost: \$ 0

Budgeted for: X **Yes** **No**

Financial Impact:

N/A

Action Requested from Council:

Confirmation of the Finance Director

File Attachments for Item:

5. Council Approval to Enter into a Contract for a Medical Director – Fire Department



CITY OF
FOREST PARK

City Council Agenda Item

Subject: Discussion on Entering into a Contract for a Medical Director – Fire Department

Submitted By: Latosha Clemons, Fire Chief

Date Submitted: 01/11/2022

Work Session Date: 01/18/2022

Council Meeting Date: 01/18/2022

Background/History:

Requesting the approval of council to enter in agreement with Dr. Eden as the new Medical Director for the Forest Park Fire Department.

- The Medical Director is necessary for Fire Department Operations related to Medical Emergencies for the Citizens of Forest Park. The Medical Director will serve in various capacities for the City and the Fire Department, including but not limited to:
- Serves as Medical Director to, and provide technical assistance for the Department of Fire and Emergency Services
- Be familiar with design and operation of fire and EMS operations
- Provide Fire EMS medical training and education
- Participate in the EMS Quality Improvement Program
- Develop and update EMS medical protocols
- Assist in the development and maintenance of the Infection Control Program
- Provides the medical license and DEA certificate needed for pharmaceutical and medical supply acquisition and management from a vended service
- Provides interface to the Public Health agencies involved in the city, at the state and regional level
- Participate in regional EMS Council activities, and provides input to the State of Georgia
- Respond to incidents as available and needed
- Assist in developing Incident Action Plans for man-made or natural emergencies
- Provides oversight to incidents where firefighter injury occurs
- Maintain an active license as a Georgia physician
- Maintain a DEA certificate necessary to allow the Department to utilize controlled substances
- Comply with all administrative rule and regulations of the Department of Fire and Emergency Services and the City

Cost: \$ 16k annually

Budgeted for: ☒ Yes ☐ No

Financial Impact:

EnterTextHere

Action Requested from Council:

Approval to enter a contract with Dr. Eden as Medical Director

This professional agreement, entered into this 1st day of January, 2022 between the City of Forest Park (hereinafter referred to as "CITY") and Christopher Edens M.D. (hereinafter referred to as "CONSULTANT") for emergency medical services is entered into subject to the following terms and conditions:

The CITY and CONSULTANT hereby agree that the terms of this contract provide an outline of the working relationship and responsibilities of the CITY and the CONSULTANT for the CITY'S emergency medical services (EMS) program which is part of the CITY'S Department of Fire and Emergency Services. The items in this contract in the following sections are aimed at identifying the CONSULTANT'S responsibility for services provided and expectations. The contract further supports the principle that the CONSULTANT will receive support from the Fire Department Administration and will direct his requests for equipment and equipment assignments; manpower and manpower assignments; and supplies of the Fire Department Administration.

Terms of Agreement

The terms of this agreement shall be for two (2) years effective upon the date that the contract is fully executed by all parties. The CITY may extend the agreement at the same term, conditions, for two (2) one-year renewals subject to CONSULTANT acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

1. The CONSULTANT shall accept responsibility for the medical performance of the Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics employed by the CITY Fire Department.
2. The Fire Chief, through the Department staff and operational procedures, will establish Department policy for equipment and equipment assignment, and for supply purchase and use. The CONSULTANT in conjunction with the Fire Chief, shall establish dispatch procedures and priorities. The Fire Chief will establish Departmental policy on manpower assignments with recommendations made from the CONSULTANT.
3. The CONSULTANT agrees to both directly and indirectly supervise and accept responsibility for the medical performance of Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics functioning in patient care capacity for the department and have full authority to direct and supervise the medical activities in the field, in training, and for certifications. Such supervision shall be accomplished by, but not limited to,
 - a. Physical accompaniment of Paramedics and EMT's on calls for service.
 - b. Monitoring radio transmissions to and from hospital emergency departments and related facilities.
 - c. Review of incident reports and associated documentation.
 - d. Conference and/or meetings in both individual and group settings.
 - e. Review of standard operating procedures and protocols involving multi-agency responses to medical emergencies.
4. These duties will be performed by the CONSULTANT at his/her convenience as often as is necessary to insure that proper medical standards and procedures are being followed. Cost for supplying necessary in-service instruction material will be assumed by the CITY and the material

will become the property of the CITY. Furthermore, the Emergency Medical Services Coordinator shall be the CONSULTANT'S agent for the purpose of quality assurance.

5. The CONSULTANT shall have the services of the Fire Department Training Division, facility and staff to assist in carrying out training requirements for Emergency Medical Services training and agrees to assist in maintain training as needed for purposes of licensure for the State Office of EMS and the National Registry of Emergency Medical Technicians.
 - a. This training will include one (1) in-person training no less than every 3 months for all shifts or with arrangements for all shifts access to the training provided.
6. The CONSULTANT shall provide the Fire Chief with written reports as requested by the Fire Chief regarding efficiency, effectiveness, and general performance of the CITY'S emergency medical services.
7. The CITY will pay the CONSULTANT \$16,000.00 per year, with a quarterly payment of \$4,000.00 on receipt of an invoice in that amount.
8. The CITY will provide access to desk space, telephone, internet, and radio communication equipment as needed and available to the CONSULTANT.
9. The CONSULTANT agrees to develop and maintain Emergency Medical Services protocols that meet the mission of providing the highest quality of care with periodic reviews of existing protocols.
10. The CONSULTANT shall assist in the maintenance and upkeep of the existing infection control program.
11. The CONSULTANT agrees to provide interface to public health agencies; as needed, involved in the city, at the state, and regional levels and to participate in providing input to the State Office of EMS through Regional Meetings.
12. The CONSULTANT agrees to assist in development of incident action plans for manmade, or natural emergencies as requested by the Fire Chief.
13. The CONSULTANT will provide oversight to any incident that results in the injury of a firefighter and will act as liaison with the treating facility as requested by the Fire Chief.

a) CONSULTANT represents that he will secure at his own expenses, all medical licenses and certificates required to perform all work under this Agreement;

b) All the services required hereunder will be performed by CONSULTANT or under the direct supervision of CONSULTANT.

c) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by CONSULTANT without the prior written approval of the CITY.

Rights in Data and Confidentiality

Medical Director Consultant Agreement
State of Georgia
City of Forest Park Fire & Emergency Services

Item # 5.

All reports, information, data, or other documents, given to, prepared by or assembled by CONSULTANT under this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's designated contract administrator. CONSULTANT will perform quality improvement activities while maintaining confidentiality of all information, and with protections for reviews and reports based on healthcare delivery laws and regulations.

Amendments and Modifications

The CITY may, from time to time, request changes in the scope of services to be performed by CONSULTANT hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the CITY and CONSULTANT shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

Termination

If, through any cause, CONSULTANT fails to fulfill its obligation under this Agreement in a timely manner satisfactory to the CITY, or if CONSULTANT violates any material provision of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to CONSULTANT specifying a termination date which shall be at least seven (7) days after the date of such notice given by the CITY. The CITY shall also have the right to terminate this Agreement without cause at its convenience upon thirty (30) days written notice to CONSULTANT. In the event of termination, all finished or unfinished material prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the CITY's property and CONSULTANT shall only be entitled to compensation for satisfactory work performed up to and through the effective date of termination.

No Solicitations

CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the CITY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Equal Employment Opportunity ("EEO")

During the performance of this Agreement, CONSULTANT shall comply with all provisions of the CITY regarding Equal Employment Opportunity ("EEO") regarding nondiscrimination.

Standard of Care

CONSULTANT by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of the emergency medical profession and further contracts that in the performance of the duties herein set forth, will exercise such degree of care, learning, skill and ability as is ordinarily employed by Consultants under similar conditions and like circumstances and shall perform such duties without neglect or negligence.

Insurance

CONSULTANT shall incur the cost and maintain malpractice insurance during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the state of Georgia as presently set forth in the Georgia Code.

Indemnification

Notwithstanding anything contained in this agreement, CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents, and employees/from any and all claims against the CITY, its officers, agents, and employees which arise out of any negligent act or omission of CONSULTANT.

Notices

All notices (including invoices) under this Agreement must be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's

Medical Director Consultant Agreement
State of Georgia
City of Forest Park Fire & Emergency Services

Item # 5.

designated address, attention to the parties' authorized representative, or as may otherwise be specified by either party to the other. Notice shall be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing; or (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery). Notices shall be addressed as follows:

If to CONSULTANT:

If to the CITY:

With a concurrent copy to:

Chief, Department of Fire and Emergency Services

Force Majeure

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, unless otherwise mutually agreed to by the parties.

Governing Law

This Agreement and any questions concerning its validity, construction or performance or the rights and duties of the parties shall be governed by and controlled by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

Severability

If any provision of this Agreement is found illegal, invalid or unenforceable under any applicable law or be so held by applicable court decision, such illegality, invalidity or unenforceability shall not render this Agreement illegal, invalid or unenforceable as a whole and that provision will be enforced to the maximum extent permissible; and the other provisions of this Agreement will remain in force.

Effect of Agreement

The parties agree that this Agreement shall not become binding on the CITY, and the CITY shall incur no liability upon the same, until such Agreement has been executed by the CITY, approved as to form by the CITY Attorney, and delivered to CONSULTANT.

Survival

After termination or expiration of this Agreement, all provisions regarding reporting requirements, ownership, confidentiality, indemnification, rights and obligations upon and following termination shall survive.

Counterparts

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

Integration Cause

This Agreement, including its applicable exhibits, represents the entire and integrated Agreement between the CITY and CONSULTANT regarding these transactions and replaces any prior oral or written communications between the parties. This Agreement may be amended or modified only by written instrument that is approved by the duly authorized representatives of the CITY and CONSULTANT.

Medical Director Consultant Agreement
State of Georgia
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Item # 5.

IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement by their duly authorized officers, as of the date first above written.

ATEST: _____

CONSULTANT: _____

Approved as to form:

City Official: _____

File Attachments for Item:

6. Council Approval to Extend the Stipend for First Responders (Firefighters/EMS/Police Officers and Dispatchers) – Executive Office

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Extension – Stipend for First Responders (Firefighters/EMS/Police Officers and Dispatchers – Executive Office)

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 04, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The City Council of Forest Park, GA approved on March 27, 2020, and on July 7, 2021, extensions of the additional \$75.00 weekly stipend for First Responders (Firefighters/EMS/Police and Dispatchers) at the forefront of the coronavirus pandemic. The last request for this extension expired on December 31, 2021. The City Manager is requesting an additional extension of this payment stipend until June 30, 2022. With the current surge in cases of the viruses “omicron variant”, I do believe that this continued relief is desperately needed to show our support for front line staff dedicated to helping provide quality services to all residents.

Cost:	Budgeted for:	Yes	X	No
\$9,400 Weekly (\$225,600 6 months)	_____	_____		

Financial Impact:

These funds can be covered from contingency with the understanding that it will be recovered from the next allotment of the American Rescue Fund expected sometimes 2nd quarter 2022.

Action Requested from Council:

Approval of First Responder Extension.

File Attachments for Item:

7. Council Approval of City Public Health Leave Resolution – Chief Executive Offices

CITY OF
FORESTPARK

City Council Agenda Item

Subject: City Public Health Leave – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 10, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

Due to the increasing rate of COVID-19 infections the City Manager is requesting the city council approve the establishment of a Public Health Leave Bank for employees effected by COVID related illness effective until June 30, 2022. The City Manager requests hours be allocated in a separate bank to each full-time employee equivalent to one week's pay based on hours and schedules worked in each area. The city manager further requests the authority to extend this leave in six month increments from date of approve for up to one additional year, if necessary.

Cost: \$ 205,000 (approximately)

Budgeted for: _____ Yes X No

Financial Impact:

Funds are available in fund balance if necessary and can be reimbursed from second allocation of the American Recuse Funds to the city set to be distributed approximately 2nd quarter of 2022.

Action Requested from Council:

Request approval of the Public Health Leave (PHL)

RESOLUTION NO. _____

WHEREAS, in 2020, the World Health Organization has declared the Corona Virus Disease 2019 (COVID-19) a world health emergency and a pandemic;

WHEREAS, as a result of the COVID-19 pandemic, declarations of public health emergencies were made across the United States in 2020 and 2021;

WHEREAS, the recent Omicron variant of COVID-19 has resulted in a surge in new cases in Georgia and Clayton County;

WHEREAS, O.C.G.A. 38-3-28, grants to local governments, including the City of Forest Park, the power, during a state of emergency to *"to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes..."*;

WHEREAS, Section 1.13(9) of the City Charter authorizes the City to establish procedures for determining and proclaiming that an emergency situation exists inside or outside the city, and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health or well-being of the citizens of the city which procedures are codified in Title 4, Chapter 5 of the Code of Ordinances, City of Forest Park, Georgia;

WHEREAS, in judgment of the Mayor and Council, with advice from the Forest Park Emergency Management Agency and the City Manager, there exist emergency circumstances located in the City of Forest Park requiring extraordinary and immediate corrective actions for the protection of the health, safety and welfare of the citizens of Forest Park; and

WHEREAS, after due consideration, the City of Forest Park does hereby find and declare that, in order to protect the health, safety and welfare of the City and its citizens, and in order to manage the pending emergency created by the COVID-19 the measures described below must be implemented:

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

- 1. Employee Protection Policy.** The provisions set forth in Exhibit A are hereby adopted for all City Employees.

[Remainder of Page Left Intentionally Blank]

SO RESOLVED this 18th day of January, 2022.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

City of Forest Park

Public Health Leave

Due to the increase rate of COVID-19 infections the City Manager is requesting the city council approve the establishment a Public Health Leave Bank for employees affected by COVID related illness effective until June 30, 2022. The City Manager requests hours be allocated in a separate bank to each full-time employee equivalent to one week's pay based on hours and schedules worked in each area. The city manager further requests the authority to extend this leave in six month increments from date of approval for up to one additional year, if necessary.

- **General City Employees – 40 hours**
- **Police – 60 hours**
- **Fire – 48 Hours**

Criteria to use of Leave

- This leave will not be retroactive and will take affect only if approved by Council.
- Can only be used for PCR documented COVID related illnesses for the employee and/or children and spouse.
- A positive test result must be documented with Human Resources by a PCR Test Only, no self-test, or at home test results will be accepted. All PCR test my state date of collection and date of results on the results document to be valid.
- If you, your child, or spouse test positive for COVID documented by a PCR Test leave will start from the date the sample was collected.
- If you, your child, or spouse test negative, **no PHL will be used**, then you will be charged from your regular sick or vacation time bank.
- Once this leave is exhausted employees regular sick and vacation time bank will be charged.
- For City of Forest Park Public Health Leave to be documented a valid PCR Test must be provided to the Human Resources Department. Human Resources will confirm with the department director and payroll if the employee can be paid via Public Health Leave (PHL) or not.
- If an employee resigns or is terminated this leave is not paid out as part of final payment to the employee.

File Attachments for Item:

8. Council Approval of a Resolution for an Assistance to Firefighters Grant (AFG) Program – Fire Department/Management Analyst

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Assistance to Firefighters Grant (AFG) Program – Fire Department/Management Analyst

Submitted By: LaShawn Gardiner

Date Submitted: January 4, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History

The Federal Emergency Management Administration issued a Notice Of Funding Opportunity (“NOFO”) of FY21 Funding. The funds can be used for specified, eligible fire-fighting and emergency services equipment and training resources. The amount of available funding is \$414,000,000.00 and the agency is projecting to award 2,500 grants.

Cost: \$ 974,147.54

Budgeted for: _____ **Yes** _____ **No**

Financial Impact: 10%

City responsible for 10% match \$97,147.54

Action Requested from Council:

Approval to apply for grant.

Assistance to Firefighters Grant Program

Background and Summary

The Federal Emergency Management Administration issued a Notice Of Funding Opportunity (“NOFO”) of FY21 Funding. The funds can be used for specified, eligible fire-fighting and emergency services equipment and training resources. The amount of available funding is \$414,000,000.00 and the agency is projecting to award 2,500 grants.

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO.: _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF FOREST PARK, GEORGIA TO APPLY FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FOR VARIOUS FIRE-EMS EQUIPMENT, AND TRAINING RESOURCES FOR THE FIRE AND EMERGENCY SERVICES DEPARTMENT AT AN AMOUNT NOT TO EXCEED \$974,147.54 WITH A 10% MATCH; TO REPEAL ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the Federal Emergency Management Administration (“FEMA”) has issued a Notice Of Funding Opportunity for its Assistance to Firefighters Grant Program; and

WHEREAS, available funding for the NOFO is \$414,000,000.00 and FEMA projects to award at least 2,500 grants to fire departments across the nation that meet the eligibility requirements as set forth in the NOFO; and

WHEREAS, the fire department has expressed a need for fire and emergency medical equipment, various training equipment, and other resources to be more efficient at performing the daily tasks of firefighters, staying physically fit, and having more up to date resources to stay compliant as well as ensure certifications are up to date; and

WHEREAS, the Fire and Emergency Services Department intend to apply for grant funding in an amount not to exceed \$974,147.54 with a 10% match that equates to no more than \$97,147.75 of the city’s share; and

WHEREAS, if awarded, the Mayor and City Council of Forest Park intend to accept the FEMA Assistance to Firefighters Grant once it is received and authorizes the Mayor to execute any necessary agreements.

NOW THEREFORE, BE IT RESOLVED as follows:

Section 1. The Mayor and City Council of Forest Park, Georgia hereby authorize the submittal of appropriate documents to the Federal Emergency Management Administration (“FEMA”) so that the City can apply for and receive funds if awarded from the Assistance to Firefighters Grant (“AFG”) program. Further, approval is hereby granted for the acceptance of funding through this program for the purposes as applied for once said funding is presented to the City of Forest Park.

Section 2. The Mayor or Mayor Pro Tempore is hereby authorized to execute, in the name of the City of Forest Park, all necessary applications, documents, contracts, payment requests, agreements, and amendments thereto, for the purpose of securing funds from FEMA and to implement and carry out the purposes specified in the FY2021 Assistance to Firefighters Grant Program Application.

Section 3. If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 4. This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF FOREST PARK

Angelyne Butler, Mayor

Antoine Dabouze, (Ward 2), Mayor Pro Tem

Kimberly James, (Ward 1)

Hector Gutierrez, (Ward 3)

Latresa Akins-Wells, (Ward 4)

Alan Mears, (Ward 5)

ATTEST:

CITY CLERK

(THE SEAL OF THE CITY OF FOREST PARK,
GEORGIA)

Approved as to form:

CITY ATTORNEY

File Attachments for Item:

9. Council Approval of an On- Call Electrical Contractor Services – Public Works/ Procurement Department

CITY OF
FORESTPARK

City Council Agenda Item

Subject: On- Call Electrical Contractor Services – Public Works/ Procurement Department

Submitted By: Bobby Jinks

Date Submitted: December 29, 2021

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The Department of Public Works is requesting your approval to enter into a contractual agreement with the following three electrical contractor companies: Bell Electric Services, LLC, Brown Electrical Services, LLC, and MBEC Atlanta, Inc. The Department of Procurement conducted a request for qualifications for on- call electrical contractor services and of the three firms that submitted their qualifications, these three firms were selected. These firms are on an on-call basis, which means as services are needed, The City will utilize these three firms to perform specific task orders. These firms will supplement the Public Works short staffed and provide licensed electrical services. The Department of Public Works will have the option to allow these firms to compete against each other or they can be in rotation for various sites throughout The City of Forest Park, as well as for the various existing City Boards. The contracts will last for 3 years with a 2 year renewal option if the City wants to continue with any one of the three firms based on their performance.

Cost: \$ TBD

Budgeted for: ☒ Yes ☐ No

Financial Impact:

This is on-call services and cost is to be determined

Action Requested from Council:

Approve the contractual agreement with the following three electrical contractor companies: Bell Electric Services, LLC, Brown Electrical Services, LLC, and MBEC Atlanta, Inc.

This **CONTRACT FOR ELECTRICAL (ON-CALL CONTRACTOR)** ("Contract") between the City of Forest Park, Georgia ("City") and _____ ("Contractor") is entered into effective _____, 201__ ("Effective Date"). This Contract is authorized by Resolution attached as **Exhibit B** adopted by City effective _____, 201__.

ARTICLE 1 THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT

Contract Name:	Contract No.
Contractor	City of Forest Park
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1.1 The Intent of the Agreement.

- 1.1.1 Contractor accepts the relationship of trust and confidence established between it and City by this Contract. Contractor covenants with City to furnish its best skill and judgment and to cooperate with City. Contractor agrees to furnish efficient business administration and superintendence and to complete any Projects assigned to it by Task Order under this Contract in the most efficient, expeditious and economical manner consistent with the Contract Documents and the interests of City.
- 1.1.2 For any Project assigned to it under this Contract, Contractor may be issued a Task Order that describes the scope of Work to be performed by Contractor, the delivery method to be used and the method of payment. The Task Order may direct Contractor to perform the work using the design-build method, the construction manager at risk delivery method, the design-bid-build method or any other industry accepted delivery method. Contractor may be compensated on a cost of Work plus a fee basis, unit price basis, lump sum basis or a combination of any of these bases. A Task Order will, to the extent available, contain the drawings, specifications, and other documents necessary to describe the work to be performed. The Task Order will contain the date by which the work must be completed or a performance period (which may include milestones) during which the Work must be commenced and completed.
- 1.1.3 Contractor acknowledges and agrees that for any Services provided under this Contract, Contractor is bound by the terms and conditions contained herein as well as by any Task Order issued under the Contract. Contractor further acknowledges

and agrees a Task Order issued under the Contract may contain Project specific terms and conditions pursuant to which the work will be performed.

- 1.1.4 By executing this Contract, City is not guaranteeing that it will issue a Task Order to Contractor. Whether Contractor is issued a Task Order is at the sole and complete discretion of City.

1.2 **Term.**

- 1.2.1 **Initial Term.** The initial Term of this Contract is 3 years. This initial term of the Contract and any renewal term(s) are collectively referred to as the “Term”. Any Task Order issued under this Contract may have a performance period that extends beyond the applicable expiration date of this Contract. Contractor is bound to complete all work under the Task Order as long as such Task Order was issued prior to that expiration date of the Contract.

- 1.2.2 **Renewal Terms.** City shall have the right, in its sole discretion, to renew this Contract for one (1) additional two (2) year term according to the following procedure:

- 1.2.2.1 If City desires to exercise its option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the initial Term of this Contract. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the Initial Term;
- 1.2.2.2 If such legislation is enacted, within 10 days of such enactment, City will notify Contractor in writing of such renewal, at which time Contractor shall be bound to perform under the Contract during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Contractor that its initial execution of this Contract is deemed its agreement to continue to perform the Services under it during any renewal Term.

[Remainder of page left intentionally blank.]

ARTICLE 2 CONTRACTOR'S SERVICES

- 2.1 **Harmony.** Contractor agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Contractor and its Subcontractors/Suppliers for the Work on any Task Order shall work in harmony with and be compatible with all other labor being used by other contractors now or in the future on the site of the Project. Contractor further agrees that this provision will be included in all Subcontracts/Supply Agreements.
- 2.2 **Task Orders.** The services that Contractor will provide for a particular Project will be defined in the Task Order issued to Contractor for that Project.
- 2.3 **Bonds.** If Contractor is issued a Task Order, Contractor shall provide Bonds to City, on forms furnished by City, which are attached collectively as **Exhibit C**, each in an amount equal to 100 percent of the amount of the applicable Task Order. Contractor is required to provide such Bonds at the time the Contractor presents the Task Order to the City for execution. The Bonds must be issued according to the requirements set forth in **Exhibit C**.
- 2.4 **Local, Small Business, Diversity.** If Contractor is issued a Task Order, Contractor shall comply with the applicable requirements set forth in the RFQ.
- 2.5 **Insurance.** If Contractor is issued a Task Order, Contractor shall provide insurance in accordance with **Exhibit C**.

[Remainder of page left intentionally blank.]

ARTICLE 3 TASK ORDER PROPOSALS

- 3.1 **Bidding:** Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to this Contract and competitively bid amongst a selected number of the On-Call Contractor(s) at the City's sole discretion. However, the City reserves the right to seek a Task Order proposal from a single On-Call Contractor(s). Contractor(s) are required to submit a valid and realistic proposal responding to any solicitation document issued to Contractor by City.
- 3.2 **Award:** The selected On-Call Contractor(s) will develop a Task Order proposal using the delivery method and compensation basis directed by City for the Project based on the requirements and criteria set forth in the solicitation document. The City will award a Task Order to the most responsible and responsive On-Call Contractor(s) in accordance with the criteria established in the City of Forest Park Procurement Code.
- 3.3 **Submittal Requirements:** Submittal requirements will be established on a Task Order by Task Order basis, however, in all cases Contractor is required to submit a separate General Conditions line item. The General Conditions submittal must include supporting documentation identifying Contractor proposed personnel, role, duration, and fully burdened hourly rate all of which are subject to negotiation. Personnel fully burdened hourly rates may not exceed the maximum rate established by Employee Classification rates contained in **Exhibit A.2** of this Agreement. Contractor acknowledges that personnel direct hourly rates are subject to validation by the City requiring certified pay roll submittals. Other General Conditions costs must be itemized including, as applicable, number of units, cost, and duration and cannot be submitted as lump sum items.
- 3.4 **Contractors Fee.** The Contractor's Fee (profit) for any Work awarded to Contractor under this Contract is established at five (5%) percent and applicable in accordance with Article 6 of this Contract.
- 3.5 **Delivery Methods and Compensation Basis.**
- 3.5.1 Delivery methods that the City may elect to use are traditional design-bid-build, design-build, construction management at risk, or some combination thereof.
- 3.5.2 Compensation basis can be lump sum, unit price, guaranteed maximum price or some combination thereof.
- 3.5.2.1 **Lump Sum.** If the compensation method is lump sum, the pricing proposal shall include a tabulation of the On-Call Contractor(s) pricing in accordance with the City's required pricing format. On-Call Contractor(s) are required to submit a tabulation of all subcontractor bids received as well as the On-Call Contractor(s) recommendation concerning award of subcontract(s). In addition the On-Call Contractor(s) must certify in

writing that the On-Call Contractor(s) has reviewed the bids and that the recommended subcontractor(s) General Conditions costs and fees in combination do not exceed twenty (20%) percent of the subcontractor bid.

3.5.2.2 **Unit Price.** If the compensation method is based on unit prices, Contractor shall provide unit prices based upon the estimated quantities provided by City and in accordance with the City's required pricing format. Unit prices are subject to negotiation and will be compared against the Department of Public Works' historical cost data base.

3.5.2.3 **Guaranteed Maximum Price (GMP).** If the compensation method is a guaranteed maximum price, the contractor shall be compensated for actual costs incurred plus a fixed fee subject to a ceiling price. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope from the client, not price overruns, errors, or omissions). Savings resulting from cost under-runs are returned to the City. The City may elect to share savings based on an incentive clause in the solicitation document. On-Call Contractor(s) is required to submit with its GMP proposal the direct cost report or estimate that forms the basis of the GMP proposal.

- 3.6 **Reject Task Order Proposal.** If City rejects a Task Order Proposal, the Proposal shall be deemed withdrawn and of no effect.
- 3.7 **Modify Task Order Proposal.** City may issue revisions to the design, the specifications or other aspects of the project and require a modification of the Task Order Proposal for the City's consideration.
- 3.8 **Remove a Project from Consideration.** City may remove the Project from consideration for award to an On-Call Contractor(s) and construct the Project using another On-Call Contractor(s) or procure the services of another individual or entity through a competitive procurement authorized by City's Procurement and Real Estate Code or any other method of procurement authorized by Applicable Law.
- 3.9 **Performance.** The City reserves the right not to award a Task Order to an On-Call Contractor(s) who has failed to perform satisfactorily on previous Task Orders or Contracts.
- 3.10 **Work Distribution:** The City is not required to equitably distribute work amongst the selected successful On-Call Contractor(s).

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ARTICLE 4 SUBCONTRACTS

- 4.1 **Goods and Services.** Contractor will procure goods and services for each Task Order in accordance with Contractor's accepted Procurement Plan and Equal Business Opportunity Plan which shall be submitted by Contractor and attached to this Agreement as **Exhibit E** when approved by City. To the extent possible, Contractor will procure the goods and services in an open competition, public invitation to bid manner, published in electronic and/or print media. Contractor must document its good faith outreach efforts in identifying opportunities for Subcontractors and Suppliers to provide goods and services to Contractor.
- 4.2 **Open Competition.** In the event that the complexity of the Project, schedule requirements or other extenuating circumstances preclude open competition, Contractor may utilize a limited competition solicitation for Subcontractors and Suppliers to provide goods and services to Contractor in accordance with the following:
- 4.2.1 Contractor must identify a minimum of three qualified Subcontractors or Suppliers that have the expertise to complete the Work, or any portion of it, in accordance with the performance requirements of this Contract and associated Project documents.
- 4.2.2 Contractor must provide a list of the qualified Subcontractors or Suppliers to City for review and approval. City will review the list and advise Contractor whether any Subcontractor or Supplier should be deleted because, in City's opinion, the Subcontractor or Supplier does not possess the necessary qualifications to complete the Work in accordance with the performance requirements of this Contract and associated Project documents.
- 4.2.3 Once the Subcontractors and Suppliers are identified and finalized between Contractor and City, Contractor must issue a Request for Proposals/Bid and solicit from the Subcontractors and Suppliers competitive proposals/bids for the Work, or any portion of it, as required to meet the schedule and budget requirements for the Project.
- 4.3 **Subcontractor Selection.** If the Contractor bids the Work prior to submitting the Task Order proposal, the Contractor must include a tabulation of all bids received as well as a written recommendation for award of the Work. If the Work is not bid prior to the submission of a Task Order proposal, Contractor must submit a tabulation of all bids received and a written recommendation prior to awarding the Subcontract or Supply Agreement within five (5) business days of the receipt of bids/proposals. City may reasonably reject recommended Subcontractors or Suppliers, in which event, Contractor shall recommend another Subcontractor or Supplier.
- 4.4 **Equipment.** Individual purchases of materials or leases of equipment amounting to less than \$1,000 each may be made without competitive selection when reasonably necessary to expedite the Work on the Project; however, Contractor shall not divide or separate a procurement in order to avoid the competitive requirements of in this Contract.

- 4.5 **Site Utilities.** Site utilities may be acquired at market rates from the entity (ies) providing such in the area.
- 4.6 **Limits on Self-Performed Work.** Contractor shall perform all trade Work using Subcontractors and not self-perform the Work, unless authorized by City in writing.

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**ARTICLE 5
SCHEDULE, TIME OF COMMENCEMENT,
AND SUBSTANTIAL COMPLETION**

- 5.1 **General.** If City requests Contractor to submit a Task Order Proposal, it must include a Schedule, including the required date(s) for Substantial Completion, Final Completion and City occupancy. Contractor agrees to complete the construction of the Project set forth in the applicable Task Order in accordance with the agreed upon Substantial Completion date, Final Completion date and City occupancy date. Contractor acknowledges that failure to complete the Task Order Work within the times set forth in the approved schedule and applicable Task Order shall result in substantial damages to City sufficient to justify the imposition of liquidated damages. The amount of liquidated damages for a specific Project will be set forth in the applicable Task Order.

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ARTICLE 6 COST OF THE WORK

- 6.1 **General.** Unless otherwise set forth in a Task Order, the term “Cost of the Work” shall include the items set forth in this Article. Such costs shall be at rates no higher than the standard rates paid at the place of the Project, except with prior consent of City. The Cost of the Work may include only the items set forth in the Clauses 6.2 through 6.7 below entitled “Labor Costs”, “Subcontract Costs”, “Costs of Material and Equipment Incorporated in the Completed Construction”, “Costs of Other Materials and Equipment, Temporary Facilities and Related Items”, “Miscellaneous Costs on which Contractor’s Fee Shall Not Apply” and “Other Costs and Emergencies”.
- 6.2 **Labor Costs.**
- 6.2.1 Wages of laborers and mechanics directly employed by Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. When requested by City, Contractor shall submit certified payroll cost accounting records with the initial Application for Payment.
- 6.2.2 Wages or salaries of Contractor's supervisory and administrative personnel when stationed at the site with City's approval. Supervisory and administrative personnel costs to be reimbursed in the performance of the Work shall include actual hourly rates times a negotiated burden rate supported by certified payroll. When requested by City, Contractor shall submit cost accounting records and certified payroll records with the initial Application for Payment. Contractor’s personnel hourly rates and accepted burden rates shall be submitted by Contractor and attached as **Exhibit A.2** when approved by City.
- 6.2.3 Wages and salaries of Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, with City’s approval, but only for that portion of their time required for the Work. When requested by City, CONTRACTOR shall submit certified payroll cost accounting records with its initial Application for Payment.
- 6.2.4 Costs paid or incurred by Contractor as apportioned to the Project Work for taxes, insurance, contributions, assessments and benefits required by Applicable Law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in Subsection (1) of the Clause entitled “Labor Costs”.
- 6.2.5 All premium pay (overtime) work must be authorized in writing by City prior to proceeding.

6.3 **Subcontract Costs.** Payments made by Contractor to Subcontractors in accordance with the requirements of the Subcontracts and provisions of this Contract. A Subcontract may be a Lump Sum Agreement or reimbursement of reasonable and approved costs, plus specified rates for all fees, overhead and profit. The total for fees and general condition costs shall not collectively exceed twenty percent (20%), unless otherwise approved by City. All Subcontracts must be approved by City prior to proceeding. When requested by City, all Subcontractors must submit cost accounting records and certified payroll with the initial Application for Payment for reimbursement Subcontracts.

6.4 **Costs of Materials and Equipment Incorporated in the Completed Construction.**

6.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

6.4.2 Costs of materials described in the preceding Subsection (1) in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become City's property at the completion of the Work or, at City's option, shall be sold by Contractor. Any amounts realized from such sales shall be credited to City as a deduction from the Cost of the Work.

6.5 **Costs of Other Materials and Equipment, Temporary Facilities and Related Items.**

6.5.1 Costs, including transportation and installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment, that are provided by Contractor at the site and fully consumed in the performance of the Work; and costs (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor shall mean current market value. Hand tools not customarily owned by construction workers will be paid at the rate of One Dollar Fifty-Five cents (\$1.55) per man-hour of non-salaried employees. The rate includes replacement cost of parts consumed in the normal course of Work for Project related scope.

6.5.2 Fair market rental charges at the most cost effective rates as established by Construction Kelly Bluebook for machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of their transportation, installation, minor repairs and replacements, dismantling and removal thereof. Quantities of equipment to be rented shall be submitted to City for prior approval.

6.5.3 Costs of removal and disposal of debris from the site. All disposals shall be to an approved disposal site.

6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the Jobsite and reasonable petty cash expenses of the Jobsite office. All costs are subject to City's approval.

- 6.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work. The maximum rate allowable for vehicle usage is the most cost effective rate established by Construction Kelly Bluebook.
- 6.5.6 Costs of materials and equipment stored off-site at a mutually acceptable location, if approved in writing in advance by City.

6.6 **Miscellaneous Costs on which Contractor's Fee shall not apply.**

- 6.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract.
- 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which Contractor is liable.
- 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections Contractor is required by the Contract Documents to pay.
- 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded and which do not fall within the scope of Section (3) of the Clause entitled "Other Costs and Emergencies".
- 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against Contractor resulting from such suits or claims and payments of settlements made with City's consent. Such costs of legal defenses, judgments and settlements shall not be included in the calculation of Contractor's Fee; however, if such royalties, fees and costs are excluded by other provisions of the Contract Documents, they shall not be included in the Cost of the Work.
- 6.6.6 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Contract Documents.
- 6.6.7 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval, which shall not be unreasonably withheld.
- 6.6.8 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved in writing in advance by City.

6.7 **Other Costs and Emergencies.**

- 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by City.
- 6.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recovered by Contractor from insurance, sureties, Subcontractors or suppliers.

6.8 **Non-Reimbursable Items**

The following costs shall not be reimbursed to Contractor and are not included in Cost of the Work:

- 6.8.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in the Clause entitled "Labor Costs".
- 6.8.2 Expenses of Contractor's principal office and offices other than the site office.
- 6.8.3 Home office overhead and general expenses.
- 6.8.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.
- 6.8.5 Rental costs of machinery and equipment, except as specifically provided in the Clauses entitled "Labor Costs", "Subcontract Costs", "Costs of Material and Equipment Incorporated in the Completed Construction", "Costs of Other Materials and Equipment, Temporary Facilities and Related Items", "Miscellaneous Costs on Which Contractor's Fee Shall Not Apply" and "Other Costs and Emergencies".
- 6.8.6 Except as provided in the Clauses entitled "Labor Costs", "Subcontract Costs", "Costs of Material and Equipment Incorporated in the Completed Construction", "Costs of Other Materials and Equipment, Temporary Facilities and Related Items", "Miscellaneous Costs on Which Contractor's Fee Shall Not Apply" and "Other Costs and Emergencies", costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractor and Suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

- 6.8.7 Any cost not specifically and expressly described in the Clauses entitled “Labor Costs”, “Subcontract Costs”, “Costs of Material and Equipment Incorporated in the Completed Construction”, “Costs of Other Materials and Equipment, Temporary Facilities and Related Items”, “Miscellaneous Costs on Which Contractor’s Fee Shall Not Apply” and “Other Costs and Emergencies”.

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ARTICLE 7
DISCOUNTS AND PENALTIES

- 7.1 **General.** All discounts for prompt payment shall accrue to City to the extent the Cost of the Work is paid directly by City or from a fund made available by City to Contractor for such payments. To the extent the Cost of the Work is paid with funds of Contractor, all cash discounts shall accrue to Contractor. All trade discounts, rebates, refunds, and all returns from sales of surplus materials and equipment, shall be credited to the Cost of the Work. All penalties incurred due to Contractor's fault for late payments of Cost of the Work will be paid by Contractor.

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ARTICLE 8 PAYMENTS TO CONTRACTOR

- 8.1 **Invoices.** Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit, as well as at any intervals determined by City during the course of the Project. Invoices for any travel expenses permitted under this Contract shall be submitted in accordance with procedures specified by City.
- 8.2 **Monthly Applications for Payment.** Contractor shall submit on a monthly basis to City a sworn Application for Payment, along with cost reports, showing in detail the percent of Work completed, and if a GMP, all monies paid out, costs accumulated, or costs incurred on account of the Cost of the Work during the previous month.
- 8.3 **Final Payment.** Final Payment for a Task Order, constituting the unpaid balance of the Task Order's lump sum amount or the Cost of the Work and applicable Fee, shall be due and payable in accordance with the Clause entitled "Payment Terms".
- 8.4 **Payments to Subcontractors.** Contractor shall pay promptly, within five (5) business days after receipt of payment from City, all amounts due Subcontractors less a retainage of ten percent (10%) of the amounts due under the Subcontract. At the Owner's discretion, once a Project is fifty percent (50%) complete, and based on Contractor's evaluation of the Subcontractor's acceptable performance, City may approve a reduction in retainage on future amounts earned from ten percent (10%) to five percent (5%), providing for retainage of approximately five (5%) at Substantial Completion. Once a Subcontractor claims to have fully and satisfactorily completed its Work, Contractor and Architect or Engineer shall inspect the Work and list those items required for completion. At that time and at City's discretion, Contractor may release the Retainage held for the Subcontractor's Work except for an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming items, provided that the unfinished or non-conforming items and cost of completing them are listed separately. Thereafter, Contractor shall pay to the Subcontractor, monthly, the amount retained for each incomplete item after each item is completed. Before issuance of final payment to the Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project and the Subcontract have been paid or otherwise satisfied, warranty information is complete, "As-Built" markups have been submitted, and instructions for City's operating and maintenance personnel is complete. Final Payment may be made to a Subcontractor whose Work is satisfactorily completed prior to the Project's Final Completion, but only upon City prior written approval. When requested by Contractor and approved by City, the requirement to withhold retainage on subcontractors may be waived.
- 8.5 **Payments for Materials and Equipment.** Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location subject to prior written approval and acceptance by City on each occasion.

- 8.6 **Withholding Payments to Subcontractors.** Contractor shall not withhold payments to Subcontractors if such payments have been made to Contractor. Should this occur for any reason, Contractor shall immediately return such monies to City, adjusting Applications for Payment and Project bookkeeping as required.

8.7 **Payment Terms.**

- 8.7.1 Unless otherwise provided in a Task Order, on or before the twenty-fifth (25th) day of each month, Contractor shall prepare and submit to City for its review and approval an Application for Payment in accordance with the requirements of the Task Order. Within fourteen (14) days of City's timely receipt of an Application for Payment from Contractor, City shall approve payment of it or notify Contractor in writing of its reasons for withholding approval. City may withhold payment on account of Contractor's failure to provide information it is required to provide, or on account of any ground, which permits the withholding of payments under this Contract. City shall not withhold payment of undisputed amounts owed.
- 8.7.2 Subject to its right to withhold payments under this Contract or Applicable Law, City shall pay to Contractor the approved amount of any Application for Payment. All Applications for Payment shall be subject to adjustment on account of any prior overpayments.
- 8.7.3 City is entitled to retain from interim payments made pursuant to this Article the amount of ten percent (10%) of the amounts properly billed by Contractor as Retainage. Once the Project reaches fifty percent (50%) completion, City, at its sole discretion, may reduce Retainage on subsequent self-performed work, general conditions and Contractor's Fee to five percent (5%) of the Cost of the Work. Retainage on Work performed by Subcontractors shall be in accordance with the Clause entitled "Payments to Subcontractors". Therefore, the Retainage at Substantial Completion may be approximately five (5%). At City's sole discretion, it may reinstate Retainage of ten percent (10%) if it believes it is necessary to protect its rights. At City's sole discretion, prior to Final Completion of the Project, upon request of Contractor, City may release the Retainage being withheld for a Subcontractor's or Supplier's work when all of that Subcontractor's or Supplier's work has been satisfactorily performed and City has determined that the release of the Retainage would not be detrimental to the Project.
- 8.7.4 Upon (1) City's issuance of a Certificate of Substantial Completion for a Project; (2) a proper submission of an Application for Payment by Contractor (including but not limited to properly executed waivers and releases from Contractor and all Subcontractors and Suppliers in the forms approved by City and included in the Project Manual); (3) satisfactory evidence that all payrolls, Subcontractors, Suppliers, material bills and other indebtedness connected to the Project have been paid or otherwise satisfied; (4) all warranties are in place and the information to be provided to City has been provided; (5) all required instructions and training of City's operating and maintenance personnel is complete; and (6) all "As-Built"

markups have been submitted to City, City shall pay to Contractor an amount (including any retained amounts) equal to the sum of the unpaid balance owed Contractor as Cost of the Work, so long as the sum of such Cost of the Work does not exceed the GMP for the Project, less (i) an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming work ("Final Payment Retainage"); (ii) an amount sufficient to pay all unpaid claims against Contractor as may be provided by the Contract Documents or by Applicable Law; (iii) an amount equal to all liquidated damages due but not recovered from Contractor; and (iv) an amount equal to any claims against City or its property for any labor, materials, supplies, services, or equipment claimed to have been furnished to or incorporated into the Project, or for any other alleged contribution to such amounts, unless and until such has been discharged. Notwithstanding the foregoing, City may withhold any amounts otherwise payable under this Article if grounds exist for such withholding under any provision of this Contract, Applicable Law or equity.

If City is withholding Final Payment Retainage, Contractor, City and the Architect or Engineer shall list those incomplete or non-conforming items prior to receiving Final Payment, and the items and costs of completing or correcting shall be listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained for each incomplete item after each is completed by it. City will provide seven (7) days prior written notice if City contends that Contractor has failed to promptly correct any deficiency. If after seven (7) days Contractor has failed to correct the deficiency or complete the item, Contractor waives its rights to payment for such items and will be responsible to City for all costs incurred to correct or complete such item.

- 8.7.5 Contractor's acceptance of Final Payment for all of the Work shall constitute a waiver of all claims by Contractor with respect to the Project not expressly reserved by Contractor in its Application for Payment for the Final Payment.
- 8.7.6 This Contract does not create any contractual relationship between City and any Subcontractor or Supplier under contract with Contractor, or any duty by City to any such Subcontractor or Supplier. City shall have no obligation to pay or to see that payment of money owed to Subcontractors or Suppliers is made by Contractor.
- 8.7.7 In addition to other grounds set forth in this Contract, City may withhold the whole or part of any payment due Contractor to such extent necessary to protect City from loss on account of any of the following circumstances (regardless of when discovered):
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of Contractor to make payments properly to Subcontractors or Suppliers.

- (d) A reasonable doubt that the Project can be completed for the balance then unpaid under the GMP.
- (e) Damage to another Contractor or to some third party.
- (f) Failure to maintain an adequate rate of progress in accordance with the Project Schedule.
- (g) Failure to supply enough skilled workmen or proper materials.
- (h) Any material breach of this Contract.
- (i) Any material failure to perform under this Contract.
- (j) Any failure to provide information required to be provided by Contractor to City.

When any ground for non-payment by City is removed, payment shall be made for amounts withheld. No omission on the part of City to exercise the option to withhold payment shall be construed to be a waiver of any breach or acquiescence to it, and City may exercise this option from time to time and as often as may be necessary.

- 8.7.8 By paying Contractor's Application for Payment or by making any other payments to Contractor (including the final payment of retainage), City shall not be deemed to have examined, inspected or reviewed in any way the quality or quantity of the Work or to have reviewed the construction means, methods, techniques, sequences or procedures, or to have made any examination to ascertain how or for what purpose Contractor has used the monies previously paid.
- 8.7.9 Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to City either by incorporation in the construction or upon the receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project.
- 8.7.10 If City shall determine, by audit or otherwise, that it has made an overpayment to Contractor on the Contract and it makes written demand for repayment of the overpayment, Contractor shall, within five (5) days of receipt of such written demand for repayment, tender the amount of such overpayment to City or otherwise resolve the demand for repayment to City's satisfaction. At all times during the term of this Contract and for a period of six (6) years after the final acceptance of all of the Work, by City, or, if there is no such final acceptance, for six (6) years from the termination of this Contract, Contractor shall afford City, its auditors or its other authorized representatives access at reasonable times to any books, work papers, estimates, Subcontractor/Suppliers files, and accounting records of Contractor relative to the Work in order to verify compliance by Contractor with the Contract.

- 8.8 **Deductive Change Order for Contractor Liabilities** - If City incurs an actual loss or liability resulting from events stated in Subsection (7) of the Clause entitled “Payment Terms”, in addition to withholding payment, City may issue a Unilateral Change Order reducing the lump sum amount or GMP by the amount of such loss or liability.

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ARTICLE 9
TERMINATION OR SUSPENSION OF THE CONTRACT AND CITY'S RIGHT
TO PERFORM CONTRACTOR'S OBLIGATIONS

- 9.1 **Termination by Contractor.** If the Project is stopped for a period of 90 days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor, Contractor may terminate the applicable Task Order upon seven (7) days prior written notice to City.
- 9.2 **Termination by the City for Convenience or for Default.** (See General Conditions)
- 9.4 **Suspension by City.** (See General Conditions)

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ARTICLE 10
NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

- 10.1 **General.** City's liability to Contractor for any claims or disputes arising out of or related to the subject matter of this Contract or any Task Order issued under it, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by City of the costs, damages, or losses because of changed conditions under which the Work was performed, for additional Work, or for any matter between the parties, including allegations of breach of contract, shall be governed by this Contract and the applicable Task Order.

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ARTICLE 11 MISCELLANEOUS

- 11.1 **Contractor's Project Records.** Contractor's Project records shall be maintained in accordance with this Contract and shall be made available to City at all times.
- 11.2 **Electronic Mail Capabilities.** Contractor must have electronic mail capabilities through the World Wide Web. It is the intention of City to use electronic communication whenever possible. Contractor shall provide its electronic mail address and the name of a contact person responsible for its electronic communications prior to the issuance of any Task Order for a Project, which information will be included in the Task Order.
- 11.3 **Audits, Inspections and Testing.** Contractor shall permit (after notice and at reasonable times) audits, inspections, and testing desired by City relating to any matter which is the subject of this Contract. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Contract.
- 11.4 **Participation in Other Proceedings.** At City's request, Contractor shall allow itself to be joined as a party in any legal proceeding that involves City regarding the design, construction, installation, operation, or maintenance of any Project that is the subject of this Contract. This provision is for the benefit of City and not for the benefit of any other party.
- 11.5 **No Waiver.** The failure of Contractor or City to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to later enforce the provision in accordance with this Contract in the event of a continuing or subsequent default on the part of Contractor or City.
- 11.6 **Trade Secrets and Confidential Information.** Contractor acknowledges and agrees that: (i) all Construction Documents and other plans, data, documentation and information which Contractor may obtain from City, from the Architect or Engineer, or from City's, employees or consultants or agents, or on City's premises, with respect to the Work, City's inventions, designs, improvements, trade secrets and other private matters, whether or not patentable, trademarkable or copyrightable, and all work product and other information resulting from Contractor's services, which are not generally publicly known (collectively, the "Trade Secrets") are the trade secret property of City and may be classified as Sensitive Security Information pursuant to 49 CFR § 1520.7; and (ii) all of City's information, plans, processes, methods, techniques and other intellectual properties of value to City, whether or not patentable, trademarkable or copyrightable (collectively, the "Confidential Information") are, together with the Trade Secrets, owned, as between Contractor and City, exclusively by City. The terms "Trade Secrets" and "Confidential Information" do not include information that City identifies in writing as not confidential, that rightly is or becomes publicly known, or that Contractor otherwise knows or receives without obligation of confidence.

Contractor further acknowledges and agrees that the Trade Secrets and Confidential Information represent a substantial investment by City, and shall, until Substantial Completion of all of the Work under this Contract and for a period of three (3) years after expiration of this Contract or the last Task Order issued under this Contract, whichever later occurs, or longer if required by Applicable Law, for all purposes be regarded by Contractor and its employees, agents and consultants as strictly confidential and trade secret properties of City, whether or not all or any portion of such Trade Secrets or Confidential Information is or may be validly copyrighted or patented. Contractor also acknowledges and agrees that any disclosure or use of such Trade Secrets or Confidential Information, except as otherwise authorized by City in writing, or any other violation of the confidentiality provisions of this Contract, would be wrongful and cause immediate and irreparable injury to City.

Contractor agrees to exercise its best efforts to insure the continued confidentiality and exclusive ownership by City of all Trade Secrets, Confidential Information and all of City's proprietary information known, disclosed or made available to it, or to any of its employees or agents or consultants, as a result of this Contract or its relationship with City. Except as required in performance of the Work pursuant to the terms and conditions of this Contract and any Task Order issued under it, neither Contractor nor its employees or agents or consultants or Subcontractors or Suppliers shall, until the termination or expiration of this Contract or the last Task Order issued under it, whichever later occurs and for a period of three (3) years thereafter, or longer if required by Applicable Law, without the express prior written consent of City, redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any Trade Secrets or Confidential Information of City. Contractor further agrees to cooperate with City's reasonable confidentiality and other requirements which may be established from time to time, and immediately notify City of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Contractor becomes aware or should, by reasonable diligence, be aware.

Contractor shall have the right to disclose: (i) for purposes of soliciting bids from Subcontractors or Suppliers, Contract Documents that normally are disclosed for bidding purposes; and (ii) Trade Secrets or Confidential Information pursuant to the order of a governmental authority or court having appropriate jurisdiction, provided that in the event of such an order, City shall be notified and provided with a copy of the order at least five (5) days prior to Contractor's disclosure of information pursuant to the order.

All work product of Contractor, its agents, employees, Subcontractors or Suppliers performed pursuant to this Contract (collectively, the "Work Product") shall be deemed, to the greatest extent possible, "works made for hire" (as defined in the Copyright Act, as amended 17 U.S.C.A. § 101 et seq.) and owned exclusively by City. Contractor unconditionally and irrevocably transfers and assigns to City all right, title and interest in and to any Work Product, including, without limitation, all patents, copyrights, trademarks, service marks and other intellectual property rights, upon payment to Contractor of amounts owed under this Contract. Contractor agrees to execute and deliver, and cause his employees and agents and all Subcontractors and Suppliers to execute and deliver, to City

any transfers, assignments, documents or other instruments which City may deem necessary or appropriate to vest complete title and ownership of any Work Product, and all rights in it, exclusively in City.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on the respective dates under each signature. This Contract is executed under seal.

CITY OF FOREST PARK, GEORGIA

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Finance Director

Corporate Secretary/Assistant
Secretary

Public Works Director

ATTEST:

[Corporate Seal]

City Clerk

APPROVED AS TO FORM:

City Attorney

[City Seal]

AGREEMENT – EXHIBIT LIST

Exhibit A:	General Scope of Services
Exhibit A.1:	Compensation
Exhibit A.2:	Base Employee Classifications/Fully Burdened Hourly Billing Rates
Exhibit B:	City Council Authorizing Resolution (To Be Inserted)
Exhibit C:	Insurance and Bonding Requirements
Exhibit D:	Reserved

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

GENERAL SCOPE OF SERVICES

1.0 **PROJECT DESCRIPTION:** This is an On Call Contract to provide Electrical On-Call Contractor services in support of Engineering, Operations and Maintenance undertaken by staff of the Department of Public Works. The specific scope of work will be negotiated by Task Order(s).

1.1 The selected **Electrical On-Call Contractor's** scope of services will include but not be limited to the following provisions:

- E. Site Survey Work: Site survey work required to document existing conditions of any and all facilities, electrical distribution systems including their raceway infrastructure and equipment location. Also, documenting potential conflicts between existing conditions of any system and proposed installations for new electrical equipment or raceway infrastructure shall be part of the site survey work directed by Public Works.
- F. Verification Work: Verification of loads fed from existing electrical distribution equipment through circuit tracing efforts. Also, verification process shall include opening of existing electrical distribution equipment (switchboards, panelboards and switchgears) to identify wire sizes, spare circuit breakers, and usable spaces for new circuit breaker installations.
- G. Load Monitoring Work: Load monitoring of electrical equipment contained within the electrical distribution system for facilities identified by Public Works. This can include monitoring of specified equipment for any period identified by Public Works. Results shall be delivered to Public Works in report form. The actual format of report will be given to contractor prior to beginning work.
- H. Electrical Repair and Replacement Work: Repair and/or Replace electrical systems and components identified in future proposed task orders, including but not limited to; electrical demolition, trenching and backfilling, installing

underground and above ground electrical circuits, Constant Current Regulators (CCR), Switchgear System (SGS), Structural Concrete, and grading.

- 2.0 Electrical System Shut Down Notification: Survey work which requires power shut down of any system shall be brought to the attention of Public Works as soon as the Contractor is aware of the need. All systems require at least 72 hours notification prior to an interruption of service. Further notification of 72 hours to Public Works maintenance shall be required by the Contractor as well. Notification to the proper authority (all stake holders) must also occur if any system shut down could possibly disrupt in any way the operation of a ancillary system or space vital to the City of Forest Park operations.
- 3.0 Support Equipment Requirements: In addition to the standard equipment required for electrical data collection, the Electrical Contractor shall provide all equipment required to work in the specified area. Items such as Lifts (Scissors, Telescoping or Boom, etc.), Ladders, harness, safety cones or barriers, personal protective equipment etc., will have to be procured and provided to ensure safe access to difficult to reach areas of any facility.
- 4.0 Coordination with Public Works: The Electrical Contractor will be required to complete any and all training required by Public Works to ensure that safety, security and access protocol are upheld at all times. When backgrounds and/or trade work drawings are required by the ELECTRICAL Contractor, coordination with Public Works Document Control office will be necessary.
- 5.0 Electrical Report Format: Final Electrical reports or surveys shall be provided in electronic format, on archival quality storage media, along with hard copies. The final number of copies shall be as determined by Public Works. Any Text based narrative portions of the report shall be in Microsoft word version supported by Public Works Engineering. Drawings shall be delivered in AutoCAD (.DWG) format.
- 6.0 Electrical Reporting Structure: ELECTRICAL Contractor will ultimately report to Public Works, but contracted work may be to Public Works Designee's or third party Entities such as an appointed General Contractor, Mechanical or Electrical Contractor (or Sub), a Program Construction Manager or Project Manager.

EXHIBIT A.1:

COMPENSATION

EXHIBIT A.1

COMPENSATION

1. Compensation

1.1. General Compensation Terms: Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Task Order associated with such Services.

1.2. Potential Compensation Structure of Task Orders: City may issue Task Orders to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:

1.2.1. Task Order Maximum Payment Amount; Lump Sum: A Project under a Task Order may involve payment of a total lump sum amount to Consultant and a specific payment schedule, based upon negotiations between City and Consultant.

1.2.2. Task Order Maximum Payment Amount; Not to Exceed Amount: A Project under a Task Order may involve payment of compensation up to a specific not to exceed amount, based upon specific fully-burdened hourly billing rates of personnel providing Services on the Project (in addition to or in alteration of those included on Exhibit A.2) and specific categories of reimbursable expenses, as negotiated between City and Consultant and included in the specific applicable Task Order.

1.3. Certified Audit Report: At the end of each calendar year, Consultant may be requested to submit a Certified Audit Report prepared in accordance with Federal Acquisition Regulations (FAR) following the format outlined in the Uniform Audit and Accounting Guide prepared by the American Association of State Highway and Transportation Officials, as it may be updated.

2. Reimbursable Expenses: Reimbursable expenses include:

2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its subconsultants.

2.2. Expenses of renderings, models and mock-ups requested by the City.

2.3. Postage and shipping (including overnight express) charges.

2.4. Additional Reimbursable Expenses may be added on a Task Order by Task Order basis when approved by the Department of Public Works.

3. Non-Reimbursable Expenses. Non-reimbursable expenses include, but are not limited to:

- 3.1. Printing and reproduction costs of documents for Consultant team use.
- 3.2. Computer time charges.
- 3.3. Plotting Time and expenses.
- 3.4. Overtime expenses unless pre-approved by the Director of Public Works or his designee.
- 3.5. Local in-town travel.
- 3.6. Cell phones and cell phone charges.
- 3.7. If an expense is not explicitly included in this Agreement as a reimbursable, expense, it is a non-reimbursable expense.

4. Additional Provisions Concerning Reimbursable Expenses.

- 4.1 Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Task Order, and shall not be invoiced separately.
- 4.2 All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City. City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Agreement.
- 4.3 An amount equal to the premium payments for overtime work or night work, actually paid to partners, principals, architects, engineers, planners and other professional and technical employees for time actually spent by them in the performance of Services when such overtime or other premium payments have been demonstrated to be in accordance with Consultant's normal business practice and have been authorized in writing in advance by the Director of Public Works or his designated representative may also be reimbursed under this Agreement in writing. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual. Such premium payments to supervisory employees, who do not receive such payments in Consultant's normal business practice, shall not be given under this Agreement.
- 4.4 Consultant will be reimbursed for Consultant payments made to Subconsultants for work at an amount equal to the amounts actually paid to the Subconsultant. The City

does not allow Consultant to receive a markup on a Subconsultant payments as the management and administration of a Subconsultant is contained in Consultant multiplier and resources allocated in an executed Task Order. Billing Rates and Classifications for Subconsultants are established in **Exhibit A.2**.

- 4.5 Consultant shall keep, and shall cause any subconsultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.
5. **Submittal of Invoices.** Consultant must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Consultant must submit all invoices in original & three (3) copies to:
- City of Forest Park
Department of Public Works
745 Forest Parkway
Forest Park, GA 30297
6. **Format of Invoices.** All invoices submitted by Consultant must be in the format set forth in the applicable Task Order.
7. **Payment of Invoices.** Approved invoices will be paid by City within 30 days, to the extent practicable.
8. **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
9. **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its subconsultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.
10. **Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or

furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.

11. **Claims against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

EXHIBIT A.2:
BASE EMPLOYEE
CLASSIFICATIONS / FULLY
BURDENED HOUR BILLING
RATES

EXHIBIT A.2;

BASE EMPLOYEE CLASSIFICATIONS/FULLY BURDENED

HOURLY BILLING RATES

Each Proponent shall add additional employee classifications and fully burdened hourly billing rates that it may deem necessary to fulfill the requirements of the Scope of Services.

<u>Employee Classification</u>	<u>Fully Burdened Hourly Billing Rate¹</u>
a. Project Manager	\$ _____/Hr.
b. Safety Manager	\$ _____/Hr.
c. Project Superintendent	\$ _____/Hr.
d. _____	\$ _____/Hr.
e. _____	\$ _____/Hr.
f. _____	\$ _____/Hr.
g. _____	\$ _____/Hr.
h. _____	\$ _____/Hr.
i. _____	\$ _____/Hr.
j. _____	\$ _____/Hr.
k. _____	\$ _____/Hr.

This table is provided for purposes of negotiation. The City intends to finalize this table to include the base employee classifications necessary to render Services under this Services Agreement and the applicable fully burdened hourly billing rates, which will apply to all Services provided under any Task Order. This table will be finalized and included in Exhibit A.2 attached to any Services Agreement awarded pursuant to this solicitation. Proponent should be prepared to present its audited overhead rates in support of the proposed billing rates.

Proponent's Name:

EXHIBIT B
AUTHORIZING LEGISLATION
(To be Inserted)

EXHIBIT C

INSURANCE & BONDING

REQUIREMENTS

Insurance Requirements :

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations , and personal and advertising injury.
 - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable .
 - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
 - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
 - f. Owner and all other parties as required by Owner , shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured . Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured ; any other such coverage shall be excess over the coverage to be provided by the subcontractor.
The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above , the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
 - g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
 - h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to

any applicable coverage acquired by the Owner, and all required parties.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).
- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
- c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.

Additional Requirements:

- a. Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- b. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- c. These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- d. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- e. All policies will be written by companies licensed to do business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and (Owner).

A Sample Certificate of Insurance is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE 6 Item # 9.

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

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

PRODUCER XYZ Agency Address Augusta GA 30917	CONTACT NAME: Agent PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED Contractor/Vendor/Subcontractor 950 East Paces Ferry Rd Roswell, GA 30305	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Covington Specialty Ins Co</td><td>13027</td></tr><tr><td>INSURER B :</td><td>HPG Insurance Company</td><td>26301</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Covington Specialty Ins Co	13027	INSURER B :	HPG Insurance Company	26301	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** 1978629841 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ABCDEFG	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ABCDEFG	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	LMNOPQ	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	STUMV	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
B	Property			DEFGH	10/1/2020	10/1/2021	Biz Personal Prop xxxxx

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

The City of Forest Park is included on a primary and non-contributory basis as additional insureds on the General Liability using ISO forms CG 20 10 and CG 20 37 or their equivalent, Auto Liability and Umbrella Liability. (attach forms)

Waiver of subrogation applies in favor of Additional insureds for General Liability, Auto Liability, Umbrella Liability and Workers Compensation. (attach forms)

30 days Notice of cancellation (10 days non-payment) shall be provided to additional insureds on all policies referenced above.

CERTIFICATE HOLDER City of Forest Park 745 Forest Parkway Forest Park GA 30297	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Mellars</i>
--	--

EXHIBIT D

(Reserved)

File Attachments for Item:

**10. Council Approval of Steve Lundquist for Indoor Pool Renovations – Recreation & Leisure
Services Department**

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Steve Lundquist Indoor Pool Renovations – Recreation & Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: January 05, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

In 2015, a full evaluation was completed on The Steve Lindquist Indoor pool. It was recommended that the existing pool structure needed to be replaced with a brand-new shell however based on the 4 options provided, minimal renovations were completed. Presently, the renovated pool shell is losing on average 30, 000 gallons of water, weekly, through the return inlet valve, which is a metal pipe from the original pool structure from 1963. In 2021, the indoor pool was reassessed by a professional engineering firm and provided new options for a stronger pool structure that would be covered under a 1yr warranty.

Cost: \$ 319,102

Budgeted for: _____ **Yes** ☒ **No**

Financial Impact:

N/A

Action Requested from Council:

Vote for approval for renovations to be completed.

United Pool Construction, LLC
7421 Douglas Blvd Suite N-213
Douglasville, GA 30135
844-766-5648
accounting@unitedpools.com



Item # 10.

Estimate

ADDRESS

City of Forest Park

ESTIMATE # 1047

DATE 10/07/2021

EXPIRATION DATE 10/31/2021

DATE	DESCRIPTION	QTY	AMOUNT
	Demo existing plaster in interior of pool shell to expose beam of pool	1	16,800.00
	Demo 2 interior walls (the CMU walls) on of pool (1 long and 1 wide) to maintain existing footprint of pool when pool is reshot	1	17,500.00
	Demo existing pool deck - leaving the cantilevered decking	1	27,500.00
	Install 6 new skimmers	1	9,240.00
	Plumb in new skimmer lines	1	11,900.00
	Plumb in new return lines	1	14,700.00
	Plumb in new main drain lines and instal new main drain sumps 18x18	1	11,900.00
	Shoot 4 new walls of pool and tie into existing floor rebar. Seal cold joint where new walls and existing floor meet	1	75,600.00
	Ensure proper bonding of pool, equipment and hardware	1	1,680.00
	Install new Lane Lines and Targets - Black - 12"	1	12,768.00
	Install new Waterline Tile - Cobalt Blue	1	6,384.00
	Install new White Plaster	1	24,990.00
	Run new deck drains and waste lines - tie into existing waste lines in building	1	13,300.00
	Install new broom finished concrete pool deck and coping	1	38,650.00
	Top Coat pool deck	1	17,150.00
	Purchase new Dive Block Anchors	1	2,240.00
	Reinstall Dive Blocks in Deepend - Weld	1	4,900.00
	Re-plumb new plumbing lines into the intake header of the pump - to include all new valves	1	4,900.00
	Planning, Drawing and permitting	1	7,000.00

TOTAL

\$319,102.00

Accepted By

Accepted Date

Forest Park Indoor Pool Renovations

I. Community Commodity

- The Forest Park Indoor pool services over 200 residential/non-residential members who utilize the warm waters for its therapeutic and instructional benefits. Over 100 kids have successfully learned to swim through our camps and swim instruction programs – and those numbers will continue to grow. The Forest Park Indoor pool is a commodity used by the families in the community and surrounding areas.

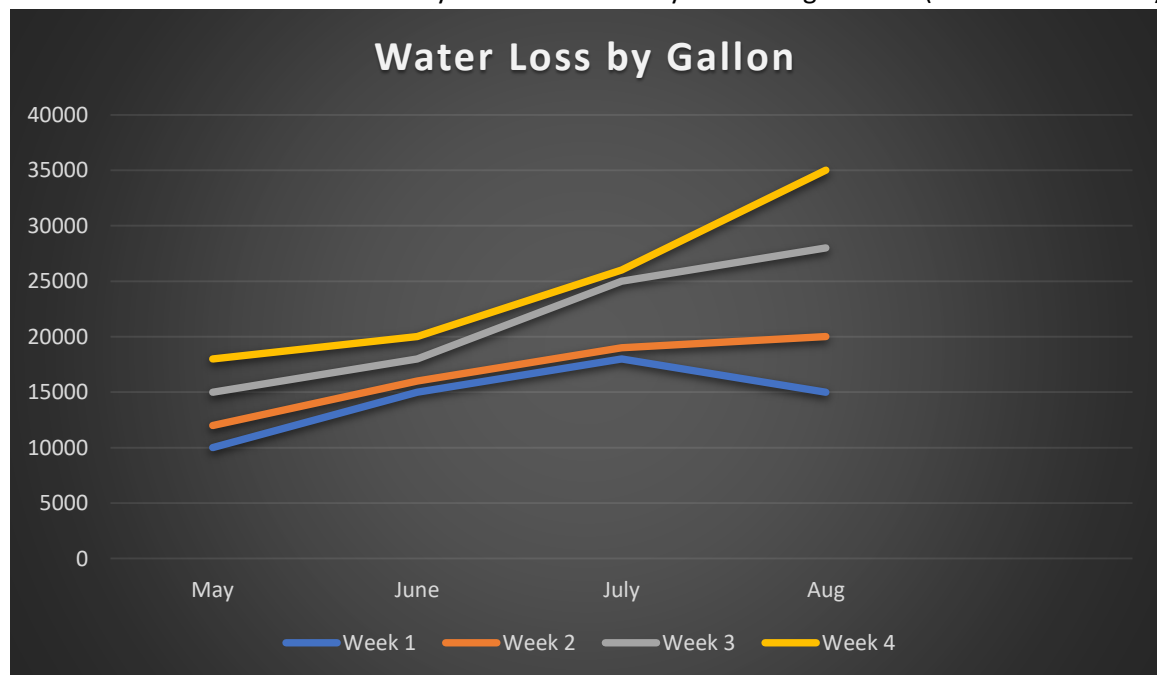
II. Initial Pool Analysis

- Feb 2015 – City officials contract an Architect Engineer to perform an evaluation on the Indoor Pool foundation and structure for renovations.
- March 2015 – Money allocated from the Splost account to hire Markey and Associates to perform an Alternative Evaluation and give 4 cost options for renovations.
- June 19, 2015 - Full Evaluation was completed by Markey and Assoc. which determined the concerns of the pool's structure, interior finishes, the pool deck, the building envelope, filter and pump systems and most specifically pool piping. It was identified that there was a very high potential of pipe failure. The evaluation cited that the piping that serves the skimmers, main drain and return inlet are in serious need of replacement.
 - Markey and Associates, Inc. recommended that the entire pool be replaced for the imminent potential of "pipe failure" under deck. (See Exhibit A) The 1st option, which was considered best practices for this industry, was to replace the entire pool due to how the pool was structured, sitting on a slope with part of the pool suspended in the air on concrete columns; once limited renovations were considered, more complete options were identified and estimated in the analysis.

III. Pool Construction/Renovations

- February 2019- City officials submit memo in reference to imminent need for indoor pool renovations and dehumidifying system.
- June 2019 – RFP for the indoor pool renovations begin. The scope of work changed 4 times while in the process of drafting the RFP. Although plumbing and piping, most specifically the “Return Inlet”, were some of the main concerns identified to be fixed, it was removed from being a necessary item to as needed on the final draft of the RFP. (SEE FINAL RFP)
- Aug 2019 – Bid awarded to United Pools.
- Jan 2020 – Leak in the pool identified as possibly coming from the return inlet pipe. The only original pipe that was not replaced during the renovations.

Water loss calculations week by week from May 2021-Aug 2021. (See Chart Below)



IV. Recommendation

- Sept 2021- Structural Assessment Inspection performed by Fleacto Engineering.
- Two options were quoted for pool renovations from United Pools based on the Structural Assessment.
 - Option A- Demo entire pool – Cost: \$319,102.00; This option comes with a 1-year warranty and ensures a sound structure and eliminates any possibilities of future leaks that would be covered under the warranty.
 - Option B- Focuses on one specific area of the pool deck only targeting where the leak is possibly located. Cost was quoted at \$56,250.00 and will not come with a warranty. This means that if another leak springs at another end of pool during the warranty period, the city will be absorbing another costly renovation.
- Here's what we know: The option for a new pool structure was highly recommended during the initial evaluation in 2015 by Markey and Assoc., due to the age of the pool and how it is structured. Renovations were done at the bare minimum during construction in 2019, which lead to an oversight because the pool is still leaking.
- Since January 2020, the pool has been losing on average 30, 000 gallons of water, weekly (See Graph Metrics), and twice as many chemicals used to maintain pool chemistry due to water loss, daily.
- Based on the structure of the indoor pool, there is a possibility that other leaks may appear/reappear that may lead to more detrimental effects to its foundation, if the pool is not renovated based on recommendations for the best practices for this industry.

File Attachments for Item:

11. Council Approval of the Separation of Urban Redevelopment Authority (URA) and the Downtown Development Authority (DDA) Boards – Chief Executive Office

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion regarding the Urban Redevelopment Authority (URA) and the Downtown Development Authority (DDA) Boards – Chief Executive Office

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 10, 2022

Work Session Date: January 10, 2022

Council Meeting Date: January 18, 2022

Background/History:

Currently the Urban Redevelopment Authority (URA) and the Downtown Development Authority Boards have the same members serving on both boards. Per previous council discussions It has been recommended that these boards separate and have different members appointed to each. The City Manager is seeking Council's clarification and direction as to how it would like to proceed in this matter.

Cost: \$ 0

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Provide directions to the City Manager on how it would like to proceed in this matter.

File Attachments for Item:

12. Council Approval of Development Authority Board Appointments – Economic Development Department

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Development Authority Member Appointments – Economic Development Department

Submitted By: Danita Hamid

Date Submitted: January 10, 2022

Work Session Date: January 18, 2022

Council Meeting Date: January 18, 2022

Background/History:

The Development Authority has three (3) members whose terms expired on December 18, 2021. The Economic Development Department request that Council consider appointing new members or reappoint the current members. Development Authority members serve for four (4) years.

DA Expired Members:

Eliot Lawrence – December 18, 2021
 Pamela Lake – December 18, 2021
 Trudy Smith – December 18, 2021

Candidates:

Avery Wilson
 Billy Freeman
 Cliff Pellegrine
 Debra Patrick
 Delores Gunn
 Jonathan Rashmir
 Joseph Starr
 Rhonda Wright
 Victoria Williams

Cost:
\$0

Budgeted for: **Yes** ☒ **No**
 _____ _____

Financial Impact: None

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Action Requested from Council:

Approve and appoint new DDA/URA members at the Regular Meeting