



CITY COUNCIL WORK SESSION

Tuesday, January 16, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

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:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

OLD BUSINESS:

- 1. Council Discussion and Update on the Waste Management Contract – Executive Offices**

Background/History:

The final contract for Waste Management was approved in February of 2023. Since then, we have had the opportunity to review the service and take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop and has the opportunity to review said contract, waste management is present to provide an update on the service and take any/all questions from the governing body.

2. Council Discussion and Update on “The Forest Park Grapevine” – Executive Offices

Background/History:

As part of our efforts to revitalize the Downtown area of the City of Forest Park, staff is prepared to present an update on the progress of the adaptive reuse of the facility formally known as Rite-Aid located on Forest Parkway. The 10,864 square foot space will feature a dual kitchen incubator, food vendor spaces, coffee vendor spaces, an area for beverages, creative spaces, meeting spaces, and a multi-purpose stage.

3. Council Discussion and Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices

Background/History:

Staff is seeking approval to move forward with Schematic Design Services as presented by Precision Planning.

NEW BUSINESS:

4. Presentation from MARTA regarding service to the Gillem Logistics Center – Executive Offices

Background/History:

The Executive Offices have engaged in ongoing conversations with MARTA regarding service around the city, especially at Ft. Gillem, given that many employers shared concerns about connecting their workforce with transit. Staff from MARTA have been working hard to find a solution to ensure that we have a direct connection for employees looking to get back and forth to work. Based upon preliminary discussions, MARTA proposes a fixed route service to Ft. Gillem and will provide an update to the Council.

5. Presentation and Update from the Atlanta Airport CID's – Executive Offices

Background/History:

The ATL Airport Community Improvement Districts are greatly committed to creating an economically STRONG, SAFE, ATTRACTIVE, and VIBRANT community surrounding the world's most-traveled passenger airport. They catalyze infrastructure enhancements through new investments, project planning, resource management, and partnership development. Their key focus areas, which include Beautification, Public Safety, Transportation Infrastructure, and Wayfinding, ensure that we collectively raise the value of our community's commercial properties while making the AACIDs a destination for new businesses, residents, and visitors. In recent years, the ATL Airport Community Improvement District has worked to expand to additional areas within the City of Forest Park. Representatives are present to provide an update on the work at hand.

6. Council Renewal of contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor – Executive Offices

Background/History:

The Municipal Securities Rulemaking Board (MSRB) was established by Congress in 1975 and charged with a mandate to protect municipal securities investors, municipal entities, obligated persons, and the public interest. Effective June 23, 2016, MSRB Rule G-42 set out specific conduct standards for municipal advisors, required disclosures, and documentation. Piper Sandler, represented by Edmond Wall, must enter into a Financial Advisory Agreement with the City of Forest Park to conduct business as the City's financial advisor. The attached agreement is a renewal of the existing agreement between Piper Sandler and the City.

7. Council Discussion and Approval on the Security Camera Upgrades – IT Department

Background/History:

Many of the City's security camera systems are end of life and need replacing. We have many sites that have different variations of systems. It is a difficult and manual process to gather video footage from the current systems and often results in poor quality. This request would cover replacing security cameras for the following facilities: PD/Court, City Hall, Fire Stations 1,2 and 3, Recreation, Planning and Zoning, and HR. These cloud-based cameras make the recordings easily and securely accessible and easy to share if needed. The system will also easily integrate with the FUSUS camera software used by the PD. The quote includes the hardware cost and one year of licensing for cloud storage, which would be renewed annually.

8. Council Discussion and Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway- Planning & Community Development Department

Background/History:

The City requested proposals from qualified proponents to procure the services to develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge connecting Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city and access to the city's amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center) and other government facilities. The railroad impedes connectivity in the city, and there is a multi-lane highway, (SR 331) Forest Parkway, that causes pedestrians to compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.

Kimley-Horne was the only participant in the RFP process and met the requirements as outlined in the scope of services.

9. Council Discussion and Approval of an Outdoor Lighting Service Agreement- Project ID#000-0285-011- Public Works Department

Background/History:

Staff is seeking approval to enter into a Service and Maintenance Agreement with Georgia Power. This agreement provides total maintenance and repair services for the outdoor lighting system in the tunnel ramp along Frontage Rd.

The Lighting System installed by GODT is as follows:

35-88 watt led roadway fixtures.

25-Galvanized steel poles

The total annual fee for this agreement is \$8,274. This will be billed in monthly increments of \$689.50. The term of the agreement initially is for two (2) years, which will be renewed automatically for two (2) more consecutive "2 year" terms.

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 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. Council Discussion and Update on the Waste Management Contract – Executive Offices

Background/History:

The final contract for Waste Management was approved in February of 2023. Since then, we have had the opportunity to review the service and take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop and has the opportunity to review said contract, waste management is present to provide an update on the service and take any/all questions from the governing body.

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this 20th day of March 2023, by and between the CITY OF FOREST PARK a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 **Biomedical Waste:** Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 **Bulk Items:** Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 **C & D Materials:** Waste materials generated by the construction, remodeling, repair, or demolition of residential, commercial, or other structures.

1.8 **City:** City of Forest Park, Georgia.

1.9 **Small Commercial Unit:** A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 **Commercial Premises:** All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 **Commercial Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 **Container:** A Bin, Cart, or Roll-Off Container.

1.13 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **"Roll-Off Container"** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs. each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C &D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the Containers. Occupants of Residential or Commercial Premises may request one or more

additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its

approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Labor Day
 Independence Day
 Juneteenth

Contractor shall observe any or all the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution of the customer complaint, Contractor will close the report or ticket and enter the results

into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint

4.4.3.2 Action taken to satisfy request or resolve complaint

4.4.3.3 Date of communication with Customer

4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of

nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments, or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate

such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties

further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Residential Premises by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Residential Premises, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged Cart at any Residential Premises within five (5) business days – per occurrence: \$100.

6.9. Failure of Contractor to replace any damaged Container (excluding compactors) at any Commercial Premises within ten (10) business days -per occurrence: \$100.

6.10 Failure to repair damage to Customer property within a reasonable amount of time based on the circumstances of such damage: \$300.

6.11 Failure of the Contractor to ensure that each equipment operator is properly

licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the City harmless for, any such damages caused by acts or omissions

of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor' gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
 Employer's Liability \$1,000,000
 Bodily Injury Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 aggregate
 Property Damage Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 each occurrence
 Automobile Bodily Injury \$1,000,000 each person
 Liability \$1,000,000 each occurrence
 Automobile Property Damage Liability \$1,000,000 each occurrence
 Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – City Streets, Roads, and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore

the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other

breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained, therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers, and

privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on May 1, 2023,

with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until April 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

[Signature]
Mayor

ATTEST:

[Signature]
Clerk



GEORGIA WASTE SYSTEMS, LLC.

By: [Signature]
Name: Michael j Holbrook
Title: Public Sector Director, SA

ATTEST:

[Signature]

EXHIBIT A

COST 2023

Service to Current Customers

(Submit Price for One (1) Year)

	WASTE STREAM COMPONENT	WASTE STREAM SUB-COMPONENT	Qty, Residences	AVERAGE YEARLY TONNAGE	Unit Price	PROPOSAL QTY (TONS)	EXTENDED Annual COST	MANAGEMENT SITE LOCATION
Residential	Residential Solid Waste	Putrescible and non-putrescible	6,000	21,600	\$14.43	Per Home	\$1,038,960.00	Forest Park
		Bulky Items	6,000	2400	Included	Per Home		Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel	6,000	600	\$6.13	Per Home	\$441,360.00	Forest Park
	Yard Timmings	Vegetative Wastes	6,000	1200	\$2.75	Per Home	\$198,000.00	Forest Park
Per Ton Price								
Commercial			Businesses					Forest Park
	Commercial Solid Waste	Putrescible and non-putrescible wastes	630	19200	\$128.18	8,070.00	\$1,034,412.60	Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		0				Forest Park
		Cardboard		960	****Below	960		Forest Park
Per Ton Price								
Rolloff/Compactors	Commercial Solid Waste	Putrescible and non-putrescible		84,000	\$110.58	19,928	\$2,203,638.24	Forest Park
		Construction		24,000	***			Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		240	***			Forest Park
		Cardboard		612	***			Forest Park
		Wood		0	***			Forest Park
		Heavy Metal		240	***			Forest Park

Exhibit A.1

*** Included in total tons, all Roll Off Hauls are \$110.58 per ton regardless of material (4-ton Minimum)

Residential Other Unit Rates

Commercial Hand Collect (Existing Businesses with Carts)	\$16.43
Residential Back Door Services	\$15.43

**Pricing can be provided for Multi-Unit Dwellings Recycling Materials once a number of units are provided

Clarity for Industry Standards for Commercial and Roll Off Billing (mirrors the per ton rates above)

Roll Off* Rates are for "ALL" Hauls including Compactors & Recycling (does not include rental rates)

Rate per Haul	\$252.07	(does not include disposal @ \$47,56 per ton, 4-ton minimum)
---------------	----------	--

Commercial Rates per Industry Standards for Billing

Lifts per Week reflected in the top row (mirrors per ton pricing above)

Size	1	2	3	4	5	6	Extra P/UP
2yd	\$53.59	\$96.45	\$148.80	\$196.59	\$245.76	\$321.51	\$53.59
4yd or 3yd	\$56.23	\$108.20	\$200.63	\$264.82	\$334.53	\$393.21	\$56.23
6yd	\$77.20	\$162.08	\$264.72	\$401.37	\$496.87	\$589.80	\$77.20
8yd	\$100.84	\$208.42	\$328.06	\$446.52	\$600.09	\$786.40	\$100.84

Card Board Recycling Rates: 8yd Container** (Cardboard has no per ton cost, only service cost as provided below)**

Size	1	2	3	4	5
8yd	\$105.00	\$200.00	\$295.00	\$390.00	\$485.00

**RO/Commercial Rates do not include Ancillary Charges for the following, but not limited to: Snapshot Commercial Fees, RO Delivery Fee, Relocation Fee, Compactor Lease Charges, Container Lock Fees

Ancillary charges are for Containers which are overloaded or in the case of recycling contaminated. Trip charges for blocked containers will be equal to the Extra Pick-up rate.

*** City Recycling Drop Off Site

1. Neither WM or the City of Forest Park will be providing an employee to be present on site at the Recycling Drop Off Center.

a. Per item #1, WM acknowledges the City's desire to discontinue usage of the City Recycling Drop Off Center located next to the Forest Park Transfer Station.

File Attachments for Item:

2. Council Discussion and Update on “The Forest Park Grapevine” – Executive Offices

Background/History:

As part of our efforts to revitalize the Downtown area of the City of Forest Park, staff is prepared to present an update on the progress of the adaptive reuse of the facility formally known as Rite-Aid located on Forest Parkway. The 10,864 square feet space will feature a dual kitchen incubator, food vendor spaces, coffee vendor spaces, an area for beverages, creative spaces, meeting spaces, and a multi-purpose stage.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Update on “The Forest Park Grapevine” – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

As part of our efforts to revitalize the Downtown area of the City of Forest Park, staff is prepared to present an update on the progress of the adaptive reuse of the facility formally known as Rite-Aid located on Forest Parkway. The 10,864 square feet space will feature a dual kitchen incubator, food vendor spaces, coffee vendor spaces, an area for beverages, creative spaces, meeting spaces, and a multi-purpose stage.

Cost: \$ 0

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

Financial Impact:

Action Requested from Council:



The Forest Park Grapevine

Culinary Incubator and Food Court

Presented by **Ricky L. Clark, Jr.**

City Manager

rclark@forestparkga.gov

Tuesday, January 9, 2024



We Are #OneForestPark 



About the City of Forest Park



- LOCATED ROUGHLY 10 MILES SOUTH OF DOWNTOWN ATLANTA, THE CITY OF FOREST PARK IS HOME TO A POPULATION OF NEARLY 20,000 RESIDENTS IN CLAYTON COUNTY, GEORGIA, AS WELL AS MANY FLOURISHING SMALL, MEDIUM AND LARGE BUSINESSES.
- THE CITY WAS INCORPORATED IN 1908 AND IS APPROXIMATELY FIVE MILES FROM THE HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WITH EASY ACCESS TO I-75, I-285 AND I-675.
- NOTABLE AREA ATTRACTIONS INCLUDE:
 - BLUESTAR STUDIOS
 - ATLANTA STATE FARMERS MARKET
 - JONESY'S PLACE
 - STARR PARK
 - GILLEM LOGISTICS CENTER



Mayor and Forest Park City Council



Councilwoman Kimberly James, Ward 1



Mayor Angelyne Butler, MPA



Councilman Dabouze Antoine, Ward 2



Councilman Hector Gutierrez, Ward 3

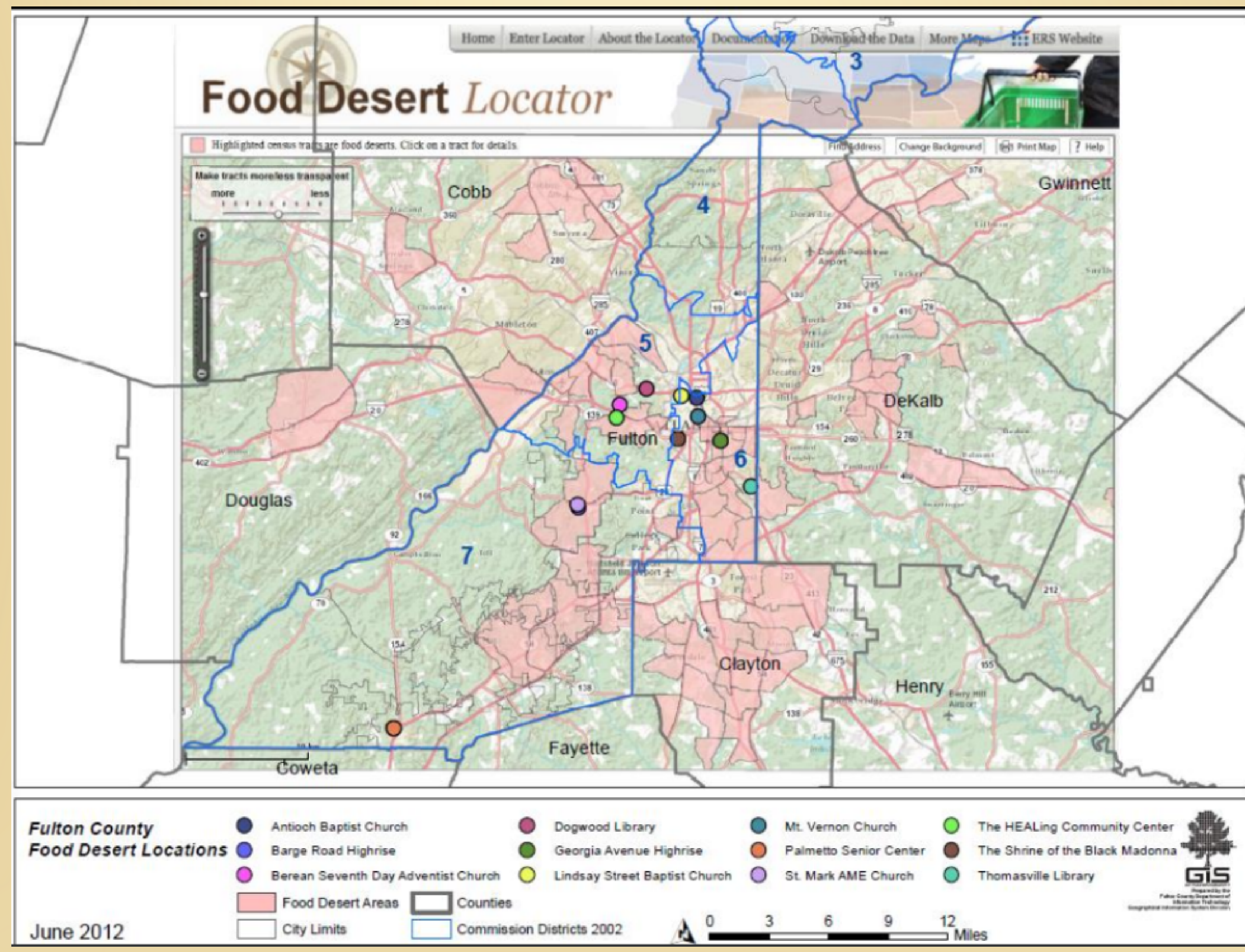


Councilwoman Latresa Akins-Wells, Ward 4



Councilman Allan Mears, Ward 5

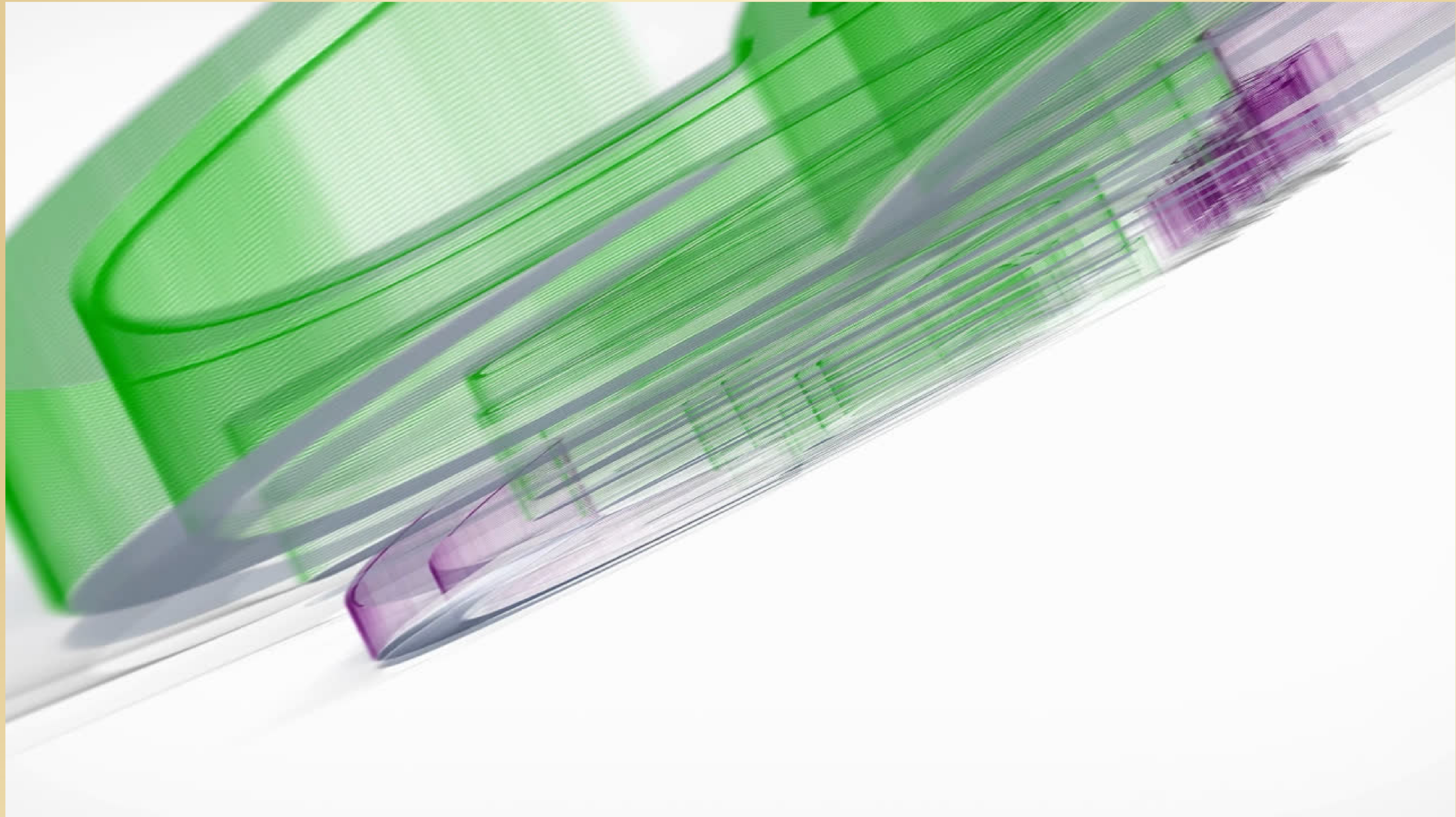
THE FOREST PARK GRAPEVINE



Areas with higher poverty rates are more likely to be food deserts regardless of rural or urban designation. This result is especially true in very dense urban areas where other population characteristics such as racial composition and unemployment rates are not predictors of food desert status because they tend to be similar across tracts.



3D Mock-Up



A large, stylized graphic of a leaf or vine section, composed of overlapping shapes in shades of brown, green, and yellow, positioned behind the main title text.

A Closer Look



Leasable Spaces

- Total Renovated Space 10,864
- Dual Kitchen Incubator
- Food Vendor Spaces
- Coffee Vendor Space
- Bar Vendor Space



THE FOREST PARK
GRAPEVINE





Additional Features

- Creative Studios
- Meeting Spaces
- Multi-Purpose Stage



THE FOREST PARK
GRAPEVINE



A large, stylized graphic of a leaf or vine, composed of overlapping shapes in shades of brown, green, and yellow, serves as a background for the title text.

Milestone Schedule



Phase	Description	Weeks	Milestone Date
Construction Documents (CDs) and Permitting Phase (proposed)			
	Construction Documents Kick-off		12/18/2023
	50% Construction Documents Review with Owner	6	01/29/2024
	100% Construction Documents Review with Owner	8	03/25/2024
	Final Construction Documents Submitted for Plan Review	3	04/15/2024
	Permitting Complete		TBD



Thank you!



File Attachments for Item:

3. Council Discussion and Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices

Background/History:

Staff is seeking approval to move forward with Schematic Design Services as presented by Precision Planning.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

As the Governing Body is aware, staff has been working on finalizing preliminary plans for the erection of the Forest Park City Center. As we have completed the first phase of the space needs analysis with all departments, we are now seeking to move forward with the procurement of a Construction Manager at Risk (CMAR) for the City Center building to comprise City Hall, Municipal Court, Police Headquarters, the Recreation Facility & the Senior Center. The new facility will be approximately 200,000 square feet, with structured and surface parking.

Staff is seeking approval to move forward with Schematic Design Services as presented by Precision Planning.

Schematic Design Services include the following:

1. Coordination with and assistance to the Client with procurement of a CMAR, including attendance at a pre-proposal conference, answering questions from CMAR candidates, checking references, and making a recommendation of award.
2. Preparation of detailed schematic design drawings for CMAR pricing, including Site Plan, Floor Plan, Exterior Elevations, 3D Model and engineering pricing narratives.
3. Up to four (4) design review meetings with the Client and the CMAR and included.

Cost: \$ 99,000

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

Financial Impact:

Action Requested from Council:

RESOLUTION NO. _____**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A TASK ORDER FOR SCHEMATIC DESIGN SERVICES FOR THE FOREST PARK CITY CENTER.**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City desires to authorize the issuance of a task order to Precision Planning, Inc. to conduct schematic design services for the Forest Park City Center.

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

SECTION 1. Task Order. The Task Order shall include the following services:

- A. Coordination with and assistance to the City with the competitive procurement of a Construction Manager at Risk (CMAR) for the City Center building, to comprise City Hall, Municipal Court, Police Headquarters, the Recreation Facility & the Senior Center. This shall include attendance at a pre-proposal conference, answering questions from CMAR candidates, checking references, and making a recommendation of award;
- B. Preparation of detailed schematic design drawings for CMAR pricing, including Site Plan, Floor Plan, Exterior Elevations, 3D Model and engineering pricing narratives; and
- C. Participation in up to four (4) design review meetings with the Client and the CMAR.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

4. Presentation from MARTA regarding service to the Gillem Logistics Center – Executive Offices

Background/History:

The Executive Offices have engaged in ongoing conversations with MARTA regarding service around the city, especially at Ft. Gillem, given that many employers shared concerns about connecting their workforce with transit. Staff from MARTA have been working hard to find a solution to ensure that we have a direct connection for employees looking to get back and forth to work. Based upon preliminary discussions, MARTA proposes a fixed route service to Ft. Gillem and will provide an update to the Council.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Presentation from MARTA regarding service to the Gillem Logistics Center – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The Executive Offices have engaged in ongoing conversations with MARTA regarding service around the city, especially at Ft. Gillem, given that many employers shared concerns about connecting their workforce with transit. Staff from MARTA have been hard at work to find a solution to ensure that we have direct connection for employees looking to get back and forth to work. Based upon preliminary discussions, MARTA is proposing a fixed route service to Ft. Gillem and will provide an update to the Council.

Cost: \$ 0

Budgeted for: Yes No

Financial Impact:

Action Requested from Council:

File Attachments for Item:

5. Presentation and Update from the Atlanta Airport CID's – Executive Offices

Background/History:

The ATL Airport Community Improvement Districts are greatly committed to creating an economically STRONG, SAFE, ATTRACTIVE, and VIBRANT community surrounding the world's most-traveled passenger airport. They catalyze infrastructure enhancements through new investments, project planning, resource management, and partnership development. Their key focus areas, which include Beautification, Public Safety, Transportation Infrastructure, and Wayfinding, ensure that we collectively raise the value of our community's commercial properties while making the AACIDs a destination for new businesses, residents, and visitors. In recent years, the ATL Airport Community Improvement District has worked to expand to additional areas within the City of Forest Park. Representatives are present to provide an update on the work at hand.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Presentation and Update from the Atlanta Airport CID's – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The ATL Airport Community Improvement Districts are greatly committed to creating an economically STRONG, SAFE, ATTRACTIVE, and VIBRANT community surrounding the world's most-traveled passenger airport. They are a catalyst for infrastructure enhancements through new investments, project planning, resource management, and partnership development. Their key focus areas, which include Beautification, Public Safety, Transportation Infrastructure, and Wayfinding, ensure that we collectively raise the value of our community's commercial properties while making the AACIDs a destination for new businesses, residents, and visitors. In recent years, the ATL Airport Community Improvement District has worked to expand to additional areas within the City of Forest Park. Representatives are present to provide an update on the work at hand.

Cost: \$ 0

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

Financial Impact:

Action Requested from Council:

File Attachments for Item:

**6. Council Renewal of contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor
– Executive Offices**

Background/History:

The Municipal Securities Rulemaking Board (MSRB) was established by Congress in 1975 and charged with a mandate to protect municipal securities investors, municipal entities, obligated persons, and the public interest. Effective June 23, 2016, MSRB Rule G-42 set out specific conduct standards for municipal advisors, required disclosures, and documentation. Piper Sandler, represented by Edmond Wall, must enter into a Financial Advisory Agreement with the City of Forest Park to conduct business as the City's financial advisor. The attached agreement is a renewal of the existing agreement between Piper Sandler and the City.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Renewal of contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor – Executive Offices

Submitted By: Bruce Abraham

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The Municipal Securities Rulemaking Board (MSRB) was established by Congress in 1975 and charged with a mandate to protect municipal securities investors, municipal entities, obligated persons, and the public interest. Effective June 23, 2016, MSRB Rule G-42 set out specific conduct standards for municipal advisors, required disclosures, and documentation. Piper Sandler, represented by Edmond Wall, is required to enter into a Financial Advisory Agreement with the City of Forest Park to conduct business as the City’s financial advisor. The attached agreement is a renewal of the existing agreement between Piper Sandler and the City.

Cost: TBD

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

Financial Impact: TBD

Action Requested from Council:

Action by Council is requested to renew the agreement.

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the "Agreement") is entered into on January 10, 2024 by and between City of Forest Park, Georgia (the "Client") and Piper Sandler & Co. ("Piper Sandler" or the "Financial Services Provider"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the "Effective Date").

I. Scope of Services.

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement and general financial issues of the City (the "Issue(s)").
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s).
 2. Review recommendations made by other parties to the Client with respect to the new Issue(s).
 3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
 4. Assist the Client in establishing a plan of financing.
 5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
 6. Prepare the financing schedule.
 7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
 8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue.
 9. Attend meetings of the Client's governing body, as requested.
 10. Advise the Client on the manner of sale of the Issue.
 11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
 12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder.
 13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients.
 14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase.
 15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue.
 16. Respond to questions from underwriters.
 17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
 18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.
 19. Prepare a closing memorandum or transaction summary.

20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s).
21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s).
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s).
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s).
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s).
25. Advise on the City's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.
27. Advise on the sale and purchase of property and related business and financial qualification of parties.
28. Advise on regulatory matters regarding the Georgia Department of Community Affairs.
29. Advise on business and financial contacts as needed.

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$225.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor for the issuance of securities, a fee of \$10.00 per \$1,000 principal amount of debt issued plus reasonable and direct out of pocket expenses approved in advance by the City.

¹ See MSRB Rule G-42(c)(v).

Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable.

For tax abatement transactions, the fee will be mutually agreed to by the parties.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Client will be advised actual amounts of issuance costs by Piper Sandler prior to expenditure and will approve all costs prior to such expenditure.

The Client will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on January 31, 2027.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

VII. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

VIII. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

IX. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

X. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XI. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XII. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XIII. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

Angelyne Butler, Mayor
404-366-4720
abutler@forestparkga.org

Or to the Financial Services Provider at:

Piper Sandler & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Edmund Wall, Managing Director
404-405-1567
Edmund.Wall@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XIV. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XV. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

XVI. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVII. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XVIII. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XIX. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler’s performance of its activities under this Agreement:

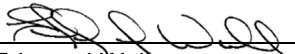
Angelyne Butler
Mayor

The following individuals at Piper Sandler have the authority to direct Piper Sandler’s performance of its activities under this Agreement:

Edmund Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & Co.

By: 
Edmund Wall
Its: Managing Director
Date: 10 January 2024

ACCEPTED AND AGREED:

CITY OF FOREST PARK

By: _____
Angelyne Butler
Its: Mayor
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives

that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client.] This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

Piper Sandler Also Advising Others. In addition to serving as municipal advisor to the Client, Piper Sandler serves as municipal advisor to the Downtown Development Authority of the City of Forest Park, the URA of Forest Park and Clayton County, which are other municipal entities with respect to a potential Issue under the Agreement. The Client and the municipal entities may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by our commitment not to represent adverse parties in any document review and only represent separate parties where their interests are aligned. To the extent their interests become adverse, we may be required to resign our engagement with both parties.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of

interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE RENEWAL OF CONTRACT WITH
PIPER SANDLER & CO. FOR FINANCIAL SERVICES.**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to renew its existing contract with, Piper Sandler & Co. for financial services.

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

SECTION 1. Approval of Vendor. The renewal of the contract with Piper Sandler & Co. as presented to the Council on January 16, 2024 is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

7. Council Discussion and Approval on the Security Camera Upgrades – IT Department

Background/History:

Many of the City's security camera systems are end of life and need replacing. We have many sites that have different variations of systems. It is a difficult and manual process to gather video footage from the current systems and often results in poor quality. This request would cover replacing security cameras for the following facilities: PD/Court, City Hall, Fire Stations 1,2 and 3, Recreation, Planning and Zoning, and HR. These cloud-based cameras make the recordings easily and securely accessible and easy to share if needed. The system will also easily integrate with the FUSUS camera software used by the PD. The quote includes the hardware cost and one year of licensing for cloud storage, which would be renewed annually.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Security Camera Upgrades – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: January 11th, 2024

Work Session Date: October 16th, 2023

Council Meeting Date: N/A

Background/History:

Many of the City's security camera systems are end of life and in need of replacing. We have many sites that have different variations of systems. It is a difficult and manual process to gather video footage from the current systems, and often results in poor quality. This request would cover replacing security cameras for the following facilities: PD/Court, City Hall, Fire Stations 1,2 and 3, Recreation, Planning and Zoning, and HR. These cameras are cloud based making the recordings easily and securely accessible and easy to share if needed. The system will also easily integrate with the FUSUS camera software used by the PD. The quote includes the cost of all the hardware along with one year of licensing for the cloud storage, which would be renewed on an annual basis.

Cost: \$ 65,152.21

Budgeted for: _____ Yes No

This was a project I budgeted for the previous fiscal year, but did not get completed before the end of the year so I am bringing this back to council for approval.

None

Action Requested from Council: Approval of the funds and the agreement to move forward with this project.



Southern Computer Warehouse

1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
 http://www.scw.com
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quote (Open)

Item #7.

Date Dec 18, 2023 11:17 AM EST
Modified Date Dec 19, 2023 08:10 AM EST
Quote # 1806911 - rev 1 of 1
Description 1YR - January - Verkada CB52-E, CD42, Junction boxes (revised 12/19)
SalesRep Shrader, Jamison (P) 770-579-8927 (F) 770-579-8937
Customer Contact Cox, Josh jcox@forestparkga.gov

Customer

City of Forest Park GA (CO17279)
 Cox, Josh
 745 Forest Parkway
 Forest Park, GA 30297
 United States
 (P) 404-366-4720
 (F) 404-608-2343

Bill To

City of Forest Park GA
 Payable, Accounts
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Ship To

City of Forest Park GA
 PO#, REF
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Verkada - CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	CB52-256E-HW	Yes	35	\$932.66	\$32,643.10

Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

2	Verkada - CD42 Indoor Dome Camera, 256GB, 30 Days Max	CD42-256-HW	Yes	31	\$667.00	\$20,677.00
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

3	Verkada - Square Junction Box Mount	ACC-MNT-11	Yes	35	\$59.33	\$2,076.55
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

4	Verkada - 1-Year Camera License	LIC-1Y	Yes	66	\$132.66	\$8,755.56
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

Subtotal: \$64,152.21
 Tax (.0000%): \$0.00
 Shipping: \$1,402.00
Total: \$65,554.21

This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Item #7.

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.



File Attachments for Item:

8. Council Discussion and Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway- Planning & Community Development Department

Background/History:

The City requested proposals from qualified proponents to procure the services to develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge connecting Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city and access to the city's amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center) and other government facilities. The railroad impedes connectivity in the city, and there is a multi-lane highway, (SR 331) Forest Parkway, that causes pedestrians to compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.

Kimley-Horne was the only participant in the RFP process and met the requirements as outlined in the scope of services.



CITY OF FORESTPARK

City Council Agenda Item

Subject: Discussion to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway-Department of Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The City issued a request for proposal from qualified proponents to procure the services to develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge that will connect Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city, and access to the city’s amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center), as well as other government facilities. The railroad impedes connectivity in the city and there is a multi-lane highway, (SR 331) Forest Parkway that causes pedestrians to compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.

Kimley-Horne was the only participant in the RFP process and met the requirements as outlined in the scope of services.

Cost: \$221,254 (\$160,000 ARC Grant Funds and \$61,254 General Funds)

Budgeted for: Yes No

Financial Impact: No negative impact on the general funds

Action Requested from Council:

Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway

THE CITY OF FOREST PARK, GEORGIA
PROFESSIONAL SERVICES CONTRACT FOR PEDESTRIAN BRIDGE
FEASIBILITY STUDY
AND INCORPORATED GENERAL CONDITIONS

**PROFESSIONAL SERVICES CONTRACT FOR PEDESTRIAN BRIDGE
FEASIBILITY STUDY
AND INCORPORATED GENERAL CONDITIONS**

This Agreement is made by and between the **CITY OF FOREST PARK, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a foreign corporation authorized to conduct business in the State of Georgia, (the "Engineer"), under seal for a pedestrian bridge feasibility study at Forest Parkway and Main Street (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Engineer hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Engineer, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, unless otherwise agreed by the parties in writing.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, any and all Exhibits attached hereto, the Specifications, the Drawings, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Advertisement for Competitive Sealed Bids/Proposals; Instructions to Offerors; Bid/Proposal Form; Bid Bond; Notice of Award; Change Order; Certificate of Substantial Completion; Notice to Proceed.

Documents not enumerated in this Paragraph 1.2 or not otherwise incorporated by reference hereunder are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the Owner and the Engineer with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Engineer.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Engineer.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Engineer for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Engineer shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Engineer use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small

scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Owner in writing by the Engineer.

ARTICLE II **ENGINEER'S BASIC DUTIES TO THE OWNER**

2.1 The Engineer shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Engineer to perform and complete its duties under this Contract, including the furnishing of professional consulting engineering services in connection with the Project. The Work to be performed by Engineer is described herein and in the Scope of Services attached hereto as **Exhibit A**, which is incorporated herein by reference.

2.3 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professionally qualified to act as the Engineer for the Project; it is licensed to practice engineering by all public entities having jurisdiction over the Engineer and the Project; and shall perform the Work in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer further represents and warrants that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided hereunder or which in any manner affect this Agreement. The Engineer assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

2.4 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.5 Schematic Design

2.5.1 The Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the Owner pursuant to this Agreement.

2.5.2 The Engineer shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for the Project.

The revisions shall be coordinated with the Georgia Department of Transportation and the Owner prior to issuance. The Engineer shall also be responsible for any claim, damage, loss, or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications.

2.6 Pre-Construction Activities

2.6.1 The Engineer shall accomplish all of the pre-construction activities in accordance with all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as “AASHTO”, the GDOT’s Standard Specifications Construction of Roads and Bridges, current edition, Task Order schedules, and applicable guidelines of the Georgia Department of Transportation.

2.7 Schedule for Completion

2.7.1 The Engineer shall commence the Work on the date established by a written Notice to Proceed given by the Owner to the Engineer, and the Engineer shall perform its services expeditiously. The Work shall be completed by October 31, 2024.

2.7.2 The Engineer shall prepare a schedule showing milestone completion dates based on completing the Work within the timeframe provided in Subparagraph 2.7.1 (“Schedule for Completion.”) Said schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer. The Schedule for Completion shall be revised by the Engineer to reflect the actual Notice to Proceed date and shall be updated as required throughout the Project duration.

2.8 Personnel

2.8.1 The Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names.

2.9 Meetings with Owner

2.9.1 The Engineer shall coordinate and attend periodic meetings with the Owner regarding the status of the Project. The Engineer shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

ARTICLE III **THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN** **COMPENSATION**

3.1 The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design schedule, or both, and any budgetary requirements.

3.2 The Owner shall review any documents submitted by the Engineer requiring the Owner's decision and shall render any required decision pertaining thereto.

3.3 If requested and if available, the Owner shall furnish a legal description and survey of the Project site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

3.4 The Owner's review of any documents prepared by the Engineer, or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

ARTICLE IV **[Reserved]**

ARTICLE V **COMPENSATION**

5.1 The Contract Price

5.1.1 The Owner shall pay, and the Engineer shall accept, as full and complete payment for the Engineer's timely and full performance of its obligations hereunder, the total lump sum amount set forth in Paragraph 5.1.2. The lump sum amount set forth in Paragraph 5.1.2 shall not be modified except by Change Order(s) as provided in this Agreement.

5.1.2 The total lump sum amount to be paid by the Owner to the Engineer for the Engineer's timely and full performance of its obligations under the Agreement shall not exceed TWO HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND 00/100 CENTS. (\$221,254.00). See **Exhibit B** (Cost Proposal) attached hereto and incorporated by reference herein.

5.1.3 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

5.2 Engineer's Invoices

5.2.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service.

5.2.2 The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.3 Time for Payment

5.3.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.2, within thirty (30) days of the Owner's receipt thereof.

5.4 Owner's Right to Withhold Payment

5.4.1 In the event that the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.2.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.5 Engineer's Reports and Records

5.5.1 Every thirty (30) days commencing with the execution of the project, the Engineer shall submit a report which shall include, but not be limited to, a narrative describing actual work

accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (“Narrative Report”). No invoice for payment shall be submitted and no payment whatsoever will be made to the Engineer until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

ARTICLE VI **TERMINATION**

6.1 Termination for Cause

6.1.1 This Agreement may be terminated by either party upon ten (10) days’ written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Owner terminates the Engineer for cause pursuant to this Paragraph 6.1.1 and in the event a court of competent jurisdiction subsequently determines the Owner did not have cause to terminate the Engineer, the termination shall be deemed to have been for convenience and the provisions of Paragraph 6.2.1 shall apply.

6.2 Termination by the Owner Without Cause

6.2.1 This Agreement may be terminated by the Owner without cause upon thirty (30) days’ written notice to the Engineer. In the event of such a termination, the Engineer shall be compensated for all services performed prior to termination. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.2.

ARTICLE VII **INSURANCE**

7.1 Insurance

7.1.1 The Engineer will provide minimum insurance coverage and limits as per the following:

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 coverage 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.

7.1.2 Failure of Engineer/Contractor/Subcontractor to secure such insurance as described in Section 7.1.1, 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

7.1.3 Additional Requirements:

- a. The Engineer will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) days' notice to the Owner in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.
- b. All bonds and insurance coverage must be placed with an insurance company approved by the Owner, admitted to do business in the State of Georgia, and rated

- A-/VIII or better by A.M. Best Company in the latest edition of Property and Casualty Ratings. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.
- c. Engineer/Contractor/Subcontractor and Engineer/Contractor/Subcontractor's insurers hereby shall waive 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, employer's liability insurance.
 - d. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Engineer/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
 - e. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
 - f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Engineer/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.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

8.1 Governing Law

8.1.1 This Agreement shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions. In the event of any litigation arising from this Contract, venue shall be in any court of competent jurisdiction of the County of Clayton, Georgia.

8.2 Time is of the Essence

8.2.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

8.3 Successors and Assigns

8.3.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind

themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

8.4 No Third-Party Beneficiaries

8.4.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

8.5 Indemnification

The Engineer shall, and hereby expressly agrees, to hold harmless and indemnify the City of Forest Park, all its officers, elected officials, employees, agents, and representatives, against all losses, including costs and expenses, claims, actions, judgments, and all liability for injuries to persons, including wrongful death, damage to property, or both, by any person or entity against the City of Forest Park arising out of or by virtue of the performance of this Agreement. Where such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Engineer, Engineer's employees, subcontractors, or agents of the Engineer. This indemnity includes any claims or amount arising out of or recovered under the Worker's Compensation laws of the State of Georgia or arising out of failure of the Engineer to conform to any federal, state, or local law statute, ordinance, rule, or court decree. Indemnification of the City of Forest Park shall include, but not necessarily be limited to, any expenses, including attorney fees and court costs incurred by the City of Forest Park in defense of any claim or as a result of any breach by the Engineer of this Agreement.

8.6 Severability

8.6.1 If any provision of this Contract shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Contract, such invalid or unenforceable provision shall be deemed stricken from this Contract.

8.7 Amendment and Waiver

8.7.1 This Contract may not be amended, modified or waived except by a writing signed by an authorized representative of each part. No waiver of or any failure or omission to enforce any of the provisions hereof by the Owner shall be construed to be a waiver of the Owner to enforce any such provisions or any other provision(s) of this Contract.

8.8 Notice

8.8.1 Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it

is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the Party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified below, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

If to the Owner/City:

City Manager
City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297

With copies to:

City Attorney
Denmark Ashby, LLC
100 Hartsfield Centre Pkwy, Suite 400
Atlanta, Georgia 30354

If to the Engineer:

8.9 Participation in Federal Work Authorization Program

8.9.1 The Contractor shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit containing the above information. Further, to the extent that a Subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Said affidavit shall be attached hereto and incorporated by reference herein as **Exhibit C**.

8.10 Counterparts

8.10.1 This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

8.11 Captions

8.11.1 The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

8.12 Interpretation

8.12.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

8.13 Use and Ownership of Documents

8.13.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been signed and delivered by a duly authorized representative of each party as of the last date indicated below.

CITY OF FOREST PARK, GEORGIA

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date of Execution)

(Date of Execution)

Attest: _____
(SEAL)

Attest: _____
(SEAL)

EXHIBIT A **SCOPE OF WORK**

Overview

The study is a planning effort led by the City of Forest Park with Regional Transportation Planning Study (RTPS) funding from the Atlanta Regional Commission (ARC) and matching funds from the City of Forest Park. Funding is provided to local governments for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility, connectivity, and access to all roadway users, while also preparing them for advancement into scoping and/or Preliminary Engineering (PE) phases (in future Transportation Improvement Program (TIP) project solicitations).

The study must be completed by October 31, 2024.

Project Objectives

The Forest Park and Main Street Pedestrian Bridge Feasibility Study will have the following objectives:

1. Develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge that will connect Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city, and access to the city's amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center), as well as other government facilities. The railroad impedes connectivity in the city, SR 331/Forest Parkway is a multi-lane highway and pedestrians compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.
2. Assess potential design constraints, right-of-way, utility and environmental impacts and determine mitigation or avoidance strategies.
3. Develop implementation plan with schedule, funding sources and project cost estimates.
4. Achieve local stakeholders support and input from affected agencies (i.e.: ARC, GDOT District Office 7, and Norfolk Southern Railroad).
5. Provide data on best location for bridge landings, span of bridge, examine the multi-land state route and railroad tract, the height of bridge for safe passage of the train under the bridge, and coordination with GDOT and the railroad for any right-of-way acquisition, utility relocation, intersection improvement, and the feasibility to move forward with the project including estimated construction costs.

Task 1. Project Management, Public Involvement and Agency Coordination

1. The City shall establish a Project Management Team (PMT) that includes representatives from the City, the consultant, and ARC. This team shall meet monthly to discuss progress and overall planning efforts.
2. The consultant will develop a Project Management Plan (PMP) which will be approved by the PMT. The PMP will identify approaches for communication, coordination, Quality

Assurance/Quality Control (QA/QC), and schedule management meetings after kick-off meeting.

3. The Consultant will develop a Stakeholder and Public Engagement Strategy (SPE) and schedule to be approved by the PMT.
4. The city and consultant will seek input and comments from major stakeholders. Stakeholders will include, at a minimum, representatives from City of Forest Park, ARC, GDOT District 7 Office, Norfolk Southern Railroad, and adjacent property owners and residents. A variety of techniques may be used to engage these stakeholders, such as in-person meetings, conference calls, focus groups, or stakeholder interviews.
5. The city or consultant will conduct a minimum of three public involvement meetings, events, or opportunities. These may be virtual if in-person gatherings are not deemed safe. Engagement with the public should educate about design alternatives and potential impacts, as well as seeking input and consensus on preferred concepts, typical sections, or improvements. A variety of in-person and virtual tools and approaches should be used, including social media, surveys, and hosting outreach activities in the study area if possible.
6. Project information will be uploaded to a project website to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Project information and opportunities for input should also be shared on social media.

Deliverables:

- 1. Kick-off meeting and meeting summary**
- 2. Project Management Plan**
- 3. PMT meeting minutes**
- 4. Stakeholder and Public Engagement Strategy**
- 5. Project website and communication materials**
- 6. Public engagement meetings and activities summary**

Task 2: Existing Conditions & Technical Analysis

Conduct a thorough assessment of environmental and right-of-way needs and impacts for the construction of a pedestrian bridge. Review and assess previous plans and existing conditions in the study area. Tasks include:

1. Review an assessment of available base data, GIS information, property plats, relevant plans and studies, engineering design plans for planned or programmed transportation projects in the study area, current land use, zoning or policies that impact the study area, and developments underway, permitted or programmed in the study area.
2. Conduct environmental analysis and survey to determine potential impacts, and the need for avoidance or mitigation, as related to cultural and historic resources, MS4 permits, floodplains, wetlands, stream buffer, erosion, existence of underground storage tanks, threatened and endangered species, and other resources covered by NEPA.
3. Research Right-of-Way (ROW) information to determine number of parcels, easement, property owners, and other impacts, and estimated costs for acquisitions including easements.
4. Identify pre-existing utilities that could be impacted by any of the concepts identified.
5. Evaluate the possibility of placing existing utilities underground.

Deliverables:**1. Existing Conditions Analysis Document****Task 3: Alternative Analysis & Concept Plan Development**

Prepare a concept layout, typical sections, and alternate concepts for pedestrian facilities and the proposed bridge project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

1. Evaluation of the relative feasibility and constructability of alternative pedestrian pathways over Forest Parkway/SR 331 and the Norfolk Southern Railroad.
2. Include cost benefits of each alternative and document decision making process for determining preferred alternative.
3. Evaluation of innovation stormwater management alternatives and minimization of environmental impacts. Concepts should also be consistent with ARC's and GDOT's Complete Streets and other design policies and incorporate FHWA's Proven Safety Countermeasures where appropriate.
4. Prepare a GDOT Concept Report for the preferred concept, which includes analysis of potential environmental impacts, ROW (temporary and permanent) and utility relocation cost estimates (Including railroads), and a concept layout and typical sections. Seek preliminary review and comments of concept report from appropriate GDOT staff.
5. Prepare an implementation schedule that identifies the logical phases of implementation, potential funding or implementation partners, responsibilities, cost estimates, timeline, and potential sources of funding for each phase.

Deliverables:**1. Concept Plan****Task 4: Prepare Project Deliverables**

The following shall be developed and submitted to the City of Forest Park and ARC in the format indicated below.

Deliverables:

1. Forest Parkway & Main Street Pedestrian Bridge Feasibility Study (City of Forest Park) Summary Document: Prepare a document summarizing the goals of the project, methodology, public involvement process and input obtained, existing conditions, technical analysis findings and cost estimates. Include concept layout and typical sections for any preferred alternatives.
2. Completed GDOT Concept Report Form, including appendices (ex: traffic and safety data, environmental surveys, etc.).

Formats:

1. Single combined PDF of the final study summary report, including attachments or appendices, concept layouts, and typical sections.
2. PDF of the completed GDOT Concept Report, including appendices.

3. All electronic files in their original formats (Ex: MS Word, Excel, InDesign, etc.) with supporting graphics, CAD, and GIS shape files.

In addition, a formal presentation of the completed study and recommended solutions shall be presented to the City Council and City Staff.

Note: This is a feasibility study and generally GDOT does not have the resources to review concept reports for projects that do not have committed federal funds in the TIP. The purpose of this deliverable is to be able to complete an ARC funding application and be positioned to submit a concept report to GDOT immediately if/when the project receives federal funding.

EXHIBIT B
COST PROPOSAL

CITY OF FOREST PARK

FOREST PARKWAY & MAIN STREET PEDESTRIAN BRIDGE FEASIBILITY STUDY

COST PROPOSAL

TASK 1: Project Management, Community Engagement, and Agency Coordination	\$130,125 <i>(includes subconsultant total amount - \$55,000)</i>
TASK 2: Existing Conditions and Technical Analysis	\$45,109
TASK 3 AND 4: Alternative Analysis and Concept Plan Development	\$46,020
TOTAL	\$221,254

EXHIBIT C
E-VERIFY AFFIDAVIT

[attached]

RESOLUTION NO. _____

A RESOLUTION TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR THE PEDESTRIAN BRIDGE FEASIBILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City issued a request for proposals (“RFP”) from qualified vendors to procure engineering services to develop a feasibility study and concept plan for a pedestrian bridge connecting Starr Park and the proposed City Center Complex to the Downtown Main Street District; and

WHEREAS, Kimley-Horn and Associates, Inc. (“Kimley-Horn”) was the most responsive and responsible proposer; and

WHEREAS, the City desires to award the contract to Kimley-Horn and to authorize the execution thereof.

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

SECTION 1. Approval of Vendor. The Professional Services Contract for the Pedestrian Bridge Feasibility Study with Kimley-Horn as presented to the Council on January 16, 2024 is hereby awarded and approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

9. Council Discussion and Approval of an Outdoor Lighting Service Agreement- Project ID#000-0285-011- Public Works Department

Background/History:

Staff is seeking approval to enter into a Service and Maintenance Agreement with Georgia Power. This agreement provides total maintenance and repair services for the outdoor lighting system in the tunnel ramp along Frontage Rd.

The Lighting System installed by GODT is as follows:

35-88 watt led roadway fixtures.

25-Galvanized steel poles

The total annual fee for this agreement is \$8,274. This will be billed in monthly increments of \$689.50. The term of the agreement initially is for two (2) years, which will be renewed automatically for two (2) more consecutive "2 year" terms.



City Council Agenda Item

Title of Agenda Item: Outdoor Lighting Service Agreement- Project ID#000-0285-011

Submitted By: Nigel Wattley

Date Submitted: 01-09.2024

Work Session Date: (01-16.2024

Council Meeting Date: 01-16-2024

Background/History:

Staff is seeking approval to enter into a Service and Maintenance Agreement with Georgia Power. This agreement provides total maintenance and repair services for the outdoor lighting system in the tunnel ramp along Frontage Rd.

The Lighting System installed by GODT is as follows:

- 35-88 watt led roadway fixtures.
- 25-Galvanized steel poles

The total annual fee for this agreement is \$8,274. This will be billed in monthly increments of \$689.50. The term of the agreement initially is for two (2) years, which will be renewed automatically for two (2) more consecutive “2 year” terms.

Action Requested from Council:

The Department of Public Works in collaboration with the Department of Finance recommends approving the Service and Maintenance Agreement with Georgia Power for the specified outdoor lighting system in the tunnel ramp along Frontage Rd. The agreement, with its terms and conditions, is considered favorable for the effective maintenance and operation of the lighting system.

Cost: \$ 8,274.00 per year

Budgeted for: Yes No

Financial Impact:

The total annual fee of \$8,274 is within the allocated budget for maintenance services. The monthly increments of \$689.50 are manageable and ensure consistent funding throughout the year from the funding line named “Street Lighting”



Outdoor Lighting Systems:

Services Agreement for Total Maintenance and Repair

Lighting & Smart Services Bin 78110
 241 Ralph McGill Blvd. NE
 Atlanta, GA 30308
 (404) 506-6117

December 21, 2023

City of Forest Park
 Bobby Jinks
 Director of Public Works

Re: Miscellaneous Lighting Services Total Maintenance & Repair Project (L-TMR)

Georgia Power Company is pleased to provide you with this offer letter and the attached terms and conditions to provide the following Total Maintenance and Repair Services for Outdoor Lighting Systems (as defined in the terms and conditions) along Frontage Rd., in the City of Forest Park, GA.

Narrative: Maintain Customer Owned Lighting and Service

Detailed Scope of the Services:

Maintain the lighting system installed per GDOT Project No. 000-0285-011 – Frontage Rd. roadway lighting. Roadway lighting poles only.

- 25 – Galvanized Steel Poles, 35 – 88watt LED Roadway Fixtures located along the ramp from Forest Parkway, in Forest Park, GA.

The total annual fee is \$8,274.00, plus any applicable taxes. This fee will be billed in monthly increments. Additional fees may apply – see attached terms and conditions for details.

This pricing is valid for sixty (60) days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto.

This offer is based on an initial term of two (2) years, which will renew automatically for consecutive two (2) year terms unless and until a party terminates the Services in accordance with Section 16 of the attached terms and conditions.

If you wish to accept this offer and the terms and conditions, please indicate your acceptance by signing the attached terms and conditions and returning to me for Georgia Power Company countersignature. **Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties upon the signature of both Georgia Power Company and you.**

Notwithstanding anything herein to the contrary, this offer is subject to and is pending upon final approval by Georgia Power Company management.

Thank you again for allowing us the opportunity to serve you. We are very eager to meet your Outdoor Lighting Systems needs and look forward to hearing from you soon.

Sincerely,

Gene Edwards

Lighting & Smart Services - Georgia Power Company
Phone – 404-535-0374 - Email – rgeoward@southernco.com

**Terms and Conditions:
Services Agreement for Total Maintenance and Repair**

This **Services Agreement for Total Maintenance and Repair** (the "Agreement") states the terms and conditions upon which Georgia Power Company ("GPC") will perform certain lighting maintenance and repair services to the "Customer" referenced on Page 9 and is effective as of the date on which this Agreement is fully executed by both Parties as indicated on the signature page (the "Effective Date"). Customer and GPC are referenced herein collectively as "Parties", and each individually as a "Party".

BACKGROUND

- Customer operates an Outdoor Lighting System (as defined in Section 1) on certain areas within Customer's jurisdictional limits and Customer's property, streets and/or roadways; and
- Customer desires that GPC provide the materials and services necessary for routine maintenance of, and certain repairs to, the Outdoor Lighting System; and
- GPC desires to assist Customer and is willing to perform such maintenance and repair work for the Outdoor Lighting System.

IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HERE, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

ROUTINE MAINTENANCE AND REPAIR WORK

1. **Scope of Services.** Provided that the Customer is in compliance with this Agreement (including, without limitation, is not late in paying the applicable fees), GPC will perform Routine Maintenance and Repair Work for the Customer's Outdoor Lighting System (the "Services").

(a) The "Outdoor Lighting System" is the customer owned or controlled outdoor lighting facilities as identified in Exhibit 1 (such Exhibit is attached and incorporated by this reference into this Agreement) and located at the premises identified in Exhibit 1 ("Premises").

(b) "Routine Maintenance" means periodic inspection of the Outdoor Lighting System, and repair or replacement of fixtures, poles, and conductors, as needed due to ordinary wear and tear.

(c) "Repair Work" means repair or replacement, as determined by GPC in its sole but reasonable discretion and after consultation with Customer, due to physical damage to the Outdoor Lighting System resulting from the action of a third party, including vehicle crashes, or other event not in the control of the Customer. Notwithstanding the foregoing sentence, Repair Work does not include repair or replacement caused by Acts of God. "Acts of God" means acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages. The Repair Work will be performed as expeditiously as possible after Customer's written request (e-mail is acceptable) is received

by GPC's representative listed on Exhibit 1. Such notification shall reasonably describe the Repair Work requested.

(d) Customer may request Services for repairs or replacement due to Acts of God; provided, however, Customer shall (i) reimburse GPC for its costs of materials, supplies, and labor ("Reimbursable Expenses"), and (ii) pay an additional fee, which will be calculated as twenty-five percent (25%) of the Reimbursable Expenses. Before proceeding with the repair or replacement, GPC will provide Customer with an estimate of the Reimbursable Expenses and, upon written approval from Customer, GPC will perform the Services.

2. **Premises.** Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises and perform the Services. Customer represents that the individual signing this Agreement on its behalf has the authority to do so and that it has express authority from all the Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the performance of Services. **Customer is solely responsible for the safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.**

3. **Payment for Services.** GPC will invoice Customer for Services provided hereunder. The fees for the Routine Maintenance and Repair Work are included on Exhibit 1 and are based upon a certain number of lights. Within thirty (30) days from the date of an invoice from GPC, Customer shall pay GPC in full. If customer desires to increase the number of lights, then the fee may be increased at the discretion of GPC and a new Exhibit 1 shall be implemented and incorporated into this Agreement. Notwithstanding anything in this Agreement to the contrary, GPC may increase the fees for Services effective upon the beginning of any Renewal Term and upon at least sixty (60) days' prior written notice (e-mail is acceptable) prior to the beginning of such Renewal Term to Customer's representative listed in Exhibit 1.

4. **Additional Costs.** The Customer assumes full responsibility for and costs associated with, the following activities if required for GPC to perform Services: (a) the location of underground utilities at the site of the Services; (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the scope of work and which may interfere with or make more expensive the Services; (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Services; and (d) any hazardous waste or toxic materials encountered at the Premises.

5. **Default.** Customer is in default if Customer does not pay the entire amount owed to GPC within forty-five (45) days of the applicable invoice date. GPC's waiver or past default will not waive any other default. If default occurs, GPC, at its discretion may immediately terminate this Agreement, collect all past due amounts (including late fees), stop performing Services, and seek any other available remedy. Notwithstanding the foregoing, if Customer is past due on payments owed hereunder, then GPC has no obligation to perform Services unless and until Customer is paid up in full.

PERFORMANCE BY GPC

6. **Labor and Materials.** GPC will provide the labor and materials necessary required to perform the Services. Customer agrees that GPC may use its own employees or may contract with one or more independent contractors to perform the Services.

7. **Permits.** GPC will obtain all permits, permissions, and licenses necessary to perform the Services. GPC will develop, implement, and maintain all work-zone traffic control plans that may be required by the Customer for working on the Outdoor Lighting System. Customer will cooperate with GPC in securing any necessary regulatory permit or approval and will provide assistance and information in its possession required by GPC, Customer and any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve GPC of its obligations under this Agreement.

8. **Cooperation.** The Parties will communicate regarding performance of this Agreement through the representatives identified in Exhibit 1. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement.

9. **Services Warranty.** GPC will perform the Services in a professional and workmanlike manner with a reasonable degree of care, skill, and diligence. If the performance of any portion of the Services fails to comply with these requirements, and the Customer gives written notice of such failure to the GPC contact listed in Exhibit 1 not later than one (1) month following the completion of the affected Services then, to the extent necessary to cure such failure, GPC shall repair, replace, or reperform, at its option, the affected portion of the Services at no additional cost to the Customer, and this shall be Customer's sole remedy with respect to this warranty.

10. **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTY PROVIDED ABOVE IN SECTION 9, GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE SERVICES (OR ANY EQUIPMENT OR MATERIALS INCLUDED THEREIN). GPC SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.

11. **Remedies and Damages.** TO THE FULLEST EXTENT ALLOWED BY GEORGIA LAW, CUSTOMER WILL NOT BE ENTITLED TO PAYMENT, DAMAGES, MONIES, OR COMPENSATION FROM GPC OF ANY KIND WHATSOEVER FOR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CAPITAL COSTS, LOSS OF REPUTATION, OR PUNITIVE DAMAGES) IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT OR BECAUSE OF HINDRANCE OR DELAY FROM ANY CAUSE WHATSOEVER, WHETHER THE HINDRANCE OR DELAY IS REASONABLE IS UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, CONTEMPLATED OR NOT CONTEMPLATED, AVOIDABLE OR UNAVOIDABLE. TO THE FULLEST EXTENT ALLOWED BY GEORGIA LAW, THE PARTIES FURTHER AGREE THAT THE LIABILITY OF GPC UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID TO GPC FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE APPLICABLE CLAIM.

12. **Risk Allocation.** Each Party is responsible for its own acts and the results of its acts.

COMPLIANCE

13. Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity). Customer is a "public employer" as defined by O.C.G.A. 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit 2 and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit 3. The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by customer.

14. Compliance with Equal Employment Opportunity Laws. GPC is an equal employment opportunity employer and will not discriminate against any employee or applicant on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status or any classification protected by federal, state or local law. GPC is also a federal contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government and is committed to taking affirmative action to employ and advance in employment qualified women, minorities, disabled individuals, special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

MISCELLANEOUS

15. Authority. The execution of this Agreement and performance of Customer's obligations under this Agreement have been duly authorized as required by Applicable Law and by Customer's rules, policies, and procedures, and does not require the consent or approval of any person or entity other than those which have been obtained (evidence of which will be provided to GPC upon request).

16. Term and Termination. The initial term of this Agreement, commencing on the Effective Date, is two (2) years (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for successive two (2) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless a Party sends a written notice of non-renewal to the other Party at least [sixty (60) days] prior to the end of the then-current Term. Notwithstanding anything in this Section 16 to the contrary, a Party may terminate this Agreement for convenience upon at least 30 days' written notice to the other Party (a "Termination for Convenience"). In the event of a Termination for Convenience, Customer will receive Services up until the elected termination date and Customer will be responsible for paying all invoices issued up until the termination date.

17. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in the State of Georgia.

19. Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon (a) personal delivery; (b) the next occurring business day if deposited with a commercial overnight delivery service; or (c) the fourth business day after being deposited, postage prepaid, in the United States Mail, registered or certified, return receipt requested. An email copy of the Notice must

also be sent. Each Party will provide all notices to the other at the address(es) and email addresses shown below or to any other address that a Party designates by written notice under this provision.

If to Customer:

City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

With a Copy to:

Bobby Jinks
Public Works Director
5230 Jones Road
Forest Park, GA 30297
Bjinks@forestparkga.gov

If to GPC:

Manager, Contract Management
Georgia Power Company
Bin 10080
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374

With a Copy to:

Georgia Power Company
Gene Edwards
2294 Skelton Rd.
Gainesville, GA 30504
rgedward@southernco.com

19. Interpretation. This Agreement will be interpreted in accordance with, and governed in all respects by, the laws of the State of Georgia. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. All captions in this Agreement are inserted for convenience only and are not to be used in interpreting this Agreement.

20. Relationship of Parties. GPC is and will be an independent contractor to Customer. GPC will not be considered an agent, partner, joint venturer, employee or representative of Customer. No affiliate of GPC will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation or liability of GPC to any person or entity not a party to this Agreement. Customer will not assign or transfer any of its rights or interests in or obligations under this Agreement or any document executed in connection with this Agreement without the prior written consent of GPC.

21. Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement, except as otherwise provided, accrue to the benefit of and will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same executed document. Notwithstanding the foregoing sentence, execution of this Agreement may be effected by signatures

submitted via facsimile or electronically scanned secured media in .pdf format and each signature so submitted will be treated as an original.

IN WITNESS WHEREOF, Customer and GPC have caused this Agreement to be executed by their duly authorized representatives.

GEORGIA POWER COMPANY

CUSTOMER

By: _____

By: _____

Printed Name: Gene Edwards

Printed Name: _____

Title: Project Manager Maintenance

Title: _____

Date: December 21, 2023

Date: _____

Exhibit 1

to Services Agreement for Total Maintenance and Repair

1. Outdoor Lighting Systems:

This Agreement relates to maintenance of the Outdoor Lighting System as located on the Premises as shown / described below:

GDOT Project No. 000-0285-011 – Frontage Rd. LED Roadway Lighting

*Note: Traffic Signal poles are not covered under this agreement.

2. ROUTINE MAINTENANCE SCHEDULE:

Customer and GPC agree that GPC will provide the Routine Maintenance on a quarterly basis.

3. NUMBER OF LIGHTS:

Customer and GPC agree that the total number of lights upon which GPC will perform Services is 35.

4. MONTHLY FEE FOR ROUTINE MAINTENANCE AND REPAIR WORK:

[\$689.50]

5. CONTACT PERSONS:

Communication between the Parties regarding performance of Routine Maintenance and Repair Work under this Agreement will be directed between the following representatives:

GPC Representative:

Customer Representative:

Name: Gene Edwards

Name: Bobby Jinks

Title: Project Manager

Title: Public Works Director

Georgia Power Company

City of Forest Park

Address: 2294 Skelton Rd.

Address: 5230 Jones Rd.

Gainesville, GA 30504

Forest Park, GA 30297

Phone: (404) 535-0374

Phone: (404) 366-4720

Exhibit 1 Acknowledged by GPC:

By: _____

Name: Gene Edwards

Title: Project Manager

Date: December 21, 2023

Exhibit 1 Acknowledged by Customer:

By: _____

Name: _____

Title: _____

Date: _____

