



**ITB 23-107  
Panola Shoals Riverbank Stabilization and Restoration**

March 15, 2023

**Optional: Pre-Bid Conference  
Tuesday, March 21, 2023, at 11:00 a.m.  
at City Hall 3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038**

**BID DUE DATE and OPENING DATE:  
Tuesday, April 14, 2023, at 2:30 p.m. EST.**

**Via Microsoft Teams Meeting ID# Meeting ID: 294 757 569 11 Passcode: orTzmu  
Join on your computer, mobile app or room device.**

**Bids shall only be accepted online through the Bidnet Portal at:  
<https://www.bidnetdirect.com/georgia/cityofstonecrest>**

**Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.**

**Instructions to Bidders:**

1. All communications regarding this solicitation must be with the Procurement Manager, Shakerah Hall, [shhall@stonecrestga.gov](mailto:shhall@stonecrestga.gov).
2. All questions or requests for clarification must be sent via Bidnet under Message - Opportunity Q&A: <https://www.bidnetdirect.com/georgia/cityofstonecrest>. Questions are due no later than **Tuesday, March 28, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnet website at and it is the Offeror's responsibility to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. check the Bidnet portal for any addendum or other communications related to this solicitation.
4. The City of Stonecrest reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stonecrest.
5. The City of Stonecrest is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation

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## GENERAL CONDITIONS

### 1. Invitation to Bid Submission Requirements

To be entitled to consideration, bids must be submitted electronically at <https://www.biddirect.com/georgia/cityofstonecrest>

### 2. Preparation of Bids

- 2.1** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the Supplier's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the Supplier's responsibility to check <https://www.biddirect.com/georgia/cityofstonecrest> for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired and posted to the City of Stonecrest Bidnet portal.
- 2.2** The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- 2.3** No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed by an official authorized to bind the Supplier.
- 2.4** The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- 2.5** The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- 2.6** Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

### 3. Category of Award

The following bid shall be awarded to one "responsive" bidder on a total lump sum price basis. Unit prices and extensions will be verified, and totals checked. Unit price extension and net total must be shown.

## GENERAL CONDITIONS

### 4. City of Stonecrest Non-Discrimination

The City does not discriminate on the basis of race, age, sex, national origin, religion, or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

### 5. Business Enterprises

The City strongly encourages Small Business firms to participate in this ITB.

### 6. Insurance

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

#### A. Statutory Workers' Compensation Insurance

##### a. Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

#### B. Comprehensive General Liability Insurance

a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage  
Owner's and Contractor's Protective

b. Blanket Contractual Liability

c. Blanket "X", "C", and "U"

d. Products/Completed Operations Insurance

e. Broad Form Property Damage

f. Personal Injury Coverage

#### C. Automobile Liability

a. \$ 500,000 limit of liability

b. Comprehensive form covering all owned, non-owned and hired vehicles.

#### D. Umbrella Liability Insurance

a. \$1,000,000 limit of liability

b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above.

## GENERAL CONDITIONS

- E. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

### **General Requirements and Qualifications**

**A copy of the City's standard contract is attached as an exhibit to this ITB. Once the ITB is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

### **Other Considerations**

1. All materials submitted in response to this ITB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the ITB, and selection or rejection of the proposal does not affect this right.
2. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
  - 1) The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
  - 2) The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this ITB will survive the expiration or termination of the contract.
  - 3) During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the ITB; to waive any minor informality in the bids; to reject all bids; to terminate the ITB; and to issue a new ITB.

## GENERAL CONDITIONS

### **Award of Contract**

The Purchasing Department will open the bids and prepare a register of those responders submitting proposals. All proposals shall remain firm for forty-five (45) calendar days after the bid opening.

Before awarding the ITB, the City may request additional information from Responders. The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

### **Bid Rejections**

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

### **Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this ITB.

The City reserves the right to extend the deadline for submission of Bids, to request supplementary information, to conduct interviews with any or all of the bidder's submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The city will reject any and all proposals when required to do so by applicable law.

## **SPECIFICATIONS AND SCOPE OF WORK**

### **INTRODUCTION, BACKGROUND, AND ITB PROCESS**

#### **Introduction**

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids for ITB 23-107 Panola Shoals Riverbank Stabilization and Restoration from responsible bidders.

#### **Background**

Stonecrest is a community of sixty thousand (60,000) people that was incorporated in 2017. The City is located along Interstate 20 roughly three (3) miles east of I-285 (“The Perimeter”) and twenty (20) miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west.

I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas. Welcoming to all, Stonecrest is proud to be one of the largest majority African American cities in Georgia.

Much of the City’s commercial core south of I-20 was master planned by Cadillac Fairview, a development company that purchased more than fourteen hundred (1,400) rural acres in the 1980s and opened the 1.3 million square foot Mall at Stonecrest in 2001. Cadillac Fairview is no longer involved in the project, but the Mall is well occupied and evolving. Much of the land around the mall remains undeveloped, including approximately three hundred (300) acres controlled by a private developer via a bond-for-title arrangement with the Stonecrest Development Authority.

One of the defining features of Stonecrest is the two thousand five hundred fifty (2,550) acre Davidson-Arabia Mountain Nature Preserve, a stunning natural area with hiking trails, thirty (30) miles of paved multi-use paths, lakes, and the granite monadnock of Arabia Mountain itself. The broader, forty thousand (40,000) acre Arabia Mountain National Heritage Area contains many additional assets including the historic African American community of Flat Rock, active quarry, and a Trappist monastery. Other notable assets in the City include Emory Hillandale Hospital, the South River, and a number of formerly County-owned parks and recreation facilities.

#### **Invitation to Bid Process**

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The bids(s) submitted by the Supplier will be evaluated by an evaluation committee. Suppliers should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if a Supplier’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the Supplier and City of Stonecrest.

## SPECIFICATIONS AND SCOPE OF WORK

### II. SCOPE OF WORK

#### **Contract Duration:**

One hundred twenty (120) calendar days.

#### **Project Description and Scope:**

The City of Stonecrest is seeking qualified and experienced contractors for a construction project that involves stabilization and restoration of riverbank at Panola Shoals. The project is located at 4460 Panola Road, Stonecrest, GA 30039, Parcel ID 16 016 03 002. Construction project will be completed based on the construction drawings prepared by CERM dated June 29, 2022.

This project entails the restoration of the streambank at the Panola Shoals Trailhead. This project entails the construction of an over seven hundred fifty (750 LF) linear feet gravity block retaining wall, a two-tiered boulder retaining wall and the construction of a concrete access drive and the temporary relocation of a twelve (12 ft) foot wide concrete pedestrian path. In addition, this project involves the installation of a variety of native plantings to retain the soil and an irrigation system to establish the new landscaping along the length of the restored streambank.

A Redi-Rock walls and Redi-Rock ADA ramps are specified in the construction drawings. Supplier is required to directly contact the manufacture and obtain pricing and include in the bid tabulation. A General Contractor License is required to for this project. This project is a turnkey project, and the Supplier is responsible for contracting any subcontract work and completing the work.

#### **Time and Liquidated Damages**

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than one hundred twenty (**120**) calendar days from Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such



## **SPECIFICATIONS AND SCOPE OF WORK**

delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **Substantial Completion**

For the purposes of this Project, Substantial Completion shall mean that all Pay Items have been installed, completed, and/or constructed per the requirements of these drawings and specifications and the only remaining work to complete the project include minor punch list activities and final site cleanup. Since this is an environmental restoration project, the term “beneficial use,” typically used to identify the state of project completion where the concept of Substantial Completion is applied, is not applicable to this project.

### **Time is of the Essence**

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1) History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**2) References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

**3) Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**4) Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

## **BOND DOCUMENTS**

### **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Stonecrest. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

**BOND DOCUMENTS**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at \_\_\_\_\_  
\_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stonecrest Georgia  
(Name of Obligee)  
3120 Stonecrest Blvd., Georgia 30038  
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stonecrest, Georgia, a proposal for furnishing materials, labor and equipment for:

**Invitation to Bid, No. 23-107  
Panola Shoals Riverbank Stabilization and Restoration**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stonecrest, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stonecrest, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stonecrest, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stonecrest, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

**BOND DOCUMENTS**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(Surety)

\_\_\_\_\_

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**BOND DOCUMENTS**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

**The City of Stonecrest Georgia**

\_\_\_\_\_  
(Name of Oblige)

3120 Stonecrest Blvd., Stonecrest Georgia 30038

\_\_\_\_\_  
(Address of Oblige)

Hereinafter referred to as Oblige; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige, dated \_\_\_\_\_ for \_\_\_\_\_.

## **BOND DOCUMENTS**

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

**BOND DOCUMENTS**

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
(Principal Secretary)  
(Seal)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST**

**BY:**

\_\_\_\_\_  
Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)



**BOND DOCUMENTS**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

**The City of Stonecrest, Georgia**

\_\_\_\_\_  
(Name of Obligee)

3120 Stonecrest Blvd., Stonecrest Georgia 30038

\_\_\_\_\_  
(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_ for: \_\_\_\_\_.

**BOND DOCUMENTS**

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**ATTEST:**

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**BOND DOCUMENTS**

**ATTEST:**

---

(Attorney-in-Fact) and Resident Agent

---

(Attorney-in-Fact)

(Seal)

---

(Address)

---

(Witness as to Surety)

---

(Address)

**BOND DOCUMENTS**

**MAINTENANCE BOND**

PROJECT NO: \_\_\_\_\_

BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF STONECREST, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Stonecrest for **the Panola Shoals Riverbank Stabilization and Restoration Project**. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Stonecrest from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Attorney-in-fact)



**EXHIBIT E**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that 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 to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**\* or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with \_\_\_\_\_ (Service Provider), \_\_\_\_\_ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent      Date



**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

\_\_\_\_\_ [ Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. \_\_\_\_\_ I am a United States citizen

**OR**

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: \_\_\_\_\_

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

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

\* Alien Registration number for non-citizens: \_\_\_\_\_

**\*\* PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_'

Notary Public:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**REFERENCES**  
**ITB 23-107**  
**Panola Shoals Riverbank Stabilization and Restoration**

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**SUBCONTRACTORS REFERENCES**  
**ITB 23-107**  
**Panola Shoals Riverbank Stabilization and Restoration**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**BID SCHEDULE**  
**ITB 23-107**  
**Panola Shoals Riverbank Stabilization and Restoration**

| ITEM NO | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|---------|--|------|----------|------------|------------|
| 1       | MOBILIZATION   | LS   | 1        | \$         | \$         |
| 2       | UTILITY COORDINATION   | LS   | 1        | \$         | \$         |
| 3       | TRAFFIC CONTROL  | LS   | 1        | \$         | \$         |
| 4       | GEOMETRIC CONTROLS   | LS   | 1        | \$         | \$         |
| 5       | CLEARING, GRUBBING & DEMOLITION                                    | LS   | 1        | \$         | \$         |
| 6       | GRADING COMPLETE   | LS   | 1        | \$         | \$         |
| 7       | REDI-ROCK WALL (MAIN)  | SF   | 5,950    | \$         | \$         |
| 8       | BOULDER WALL   | SF   | 2,250    | \$         | \$         |
| 9       | REDI-ROCK WALL (ADA-RAMP)  | SF   | 7,500    | \$         | \$         |
| 10      | TOPSOIL  | CY   | 1,613    | \$         | \$         |
| 11      | STN DUMPED RIP-RAP, GDOT TYPE 3 INCLUDING FILTER STONE (12" THICK) | SY   | 422      | \$         | \$         |
| 12      | 12 FT WIDE SIDEWALK PAVEMENT 4" THICK (TEMPORARY WALKING PATH)     | SF   | 4,150    | \$         | \$         |
| 13      | 10" THICK CONCRETE PAVEMENT  | CY   | 339      | \$         | \$         |
| 14      | CONCRETE PAVERS FOR ADA RAMP                                       | SF   | 1,938    | \$         | \$         |
| 15      | REINFORCED CONCRETE PIPE, 15-IN (CL3 OR BETTER)                    | LF   | 160      | \$         | \$         |
| 16      | PRECAST CONCRETE PIPE FLARED END TREATMENT, 15-IN                  | EA   | 1        | \$         | \$         |
| 17      | YARD INLET INCL FRAME & GATE                                       | EA   | 3        | \$         | \$         |
| 18      | FOUNDATION BACKFILL, TYPE 2  | CY   | 20       | \$         | \$         |
| 19      | EROSION CONTROL MAINTENANCE  | LS   | 1        | \$         | \$         |
| 20      | CONSTRUCTION EXIT  | EA   | 1        | \$         | \$         |
| 21      | MAINTENANCE OF CONSTRCUTION EXIT                                   | EA   | 1        | \$         | \$         |
| 22      | TEMPORARY SILT FENCE   | LF   | 2,000    | \$         | \$         |
| 23      | MAINTENANCE OF TEMPORARY SILT FENCE                                | LF   | 1,000    | \$         | \$         |
| 24      | TREE PROYTECTION FENCE, ORANGE, 4 FT                               | LF   | 500      | \$         | \$         |
| 25      | TEMPORARY GRASSING   | SY   | 7,260    | \$         | \$         |

**BID SCHEDULE**  
**ITB 23-107**  
**Panola Shoals Riverbank Stabilization and Restoration**

|    |                          |    |     |    |           |
|----|--------------------------|----|-----|----|-----------|
| 26 | LANDSCAPE AND IRRIGATION | LS | 1   | \$ | \$        |
| 27 | FENCING                  | LS | 800 | \$ | \$        |
|    | <b>TOTAL COST</b>        |    |     |    | <b>\$</b> |

**BID SCHEDULE**  
**ITB 23-107**  
**Panola Shoals Riverbank Stabilization and Restoration**

**Total Base Bid Amount:** \_\_\_\_\_

**Total Base Bid Amount in Words:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

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

**Print:** \_\_\_\_\_

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

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



This **CONTRACT** (the “Contract”) is made this \_\_\_ day of \_\_\_\_\_, **2023**, by and between \_\_\_\_\_ (hereinafter referred to as “Company”), and the **City of Stonecrest, Georgia** (“City”).

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest seeking Proposals for the construction of the Panola Shoals Riverbank Stabilization and restoration; and

**WHEREAS**, Company is willing and able to render said services.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. SERVICES**

Company agrees to render services (the “Services”) to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit “A” specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. COMPENSATION**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the Proposal, incorporated herein as Appendix III.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. RELATIONSHIP OF PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This



b. Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

c. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

d. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **4. CONTRACT PERIOD**

a. Contract Time. The Supplier must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP). The Supplier will mobilize with sufficient forces such that all work is completed within one hundred twenty (120) calendar days from and including the effective date on the NTP.

b. Contract Term. This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Clayton County under this contract.

#### **5. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

## **6. COMPENSATIVE IN EVENT OF TERMINATION**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

## **7. TERMINATION OF SERVICES AND RETURN OF PROPERTY**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

## **8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace. Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

## **9. CONFLICT OF INTEREST**

Company warrants and represents that:

- a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that

Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

## **10. PROPRIETARY INFORMATION**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

## **11. INSURANCE**

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

## **12. ASSIGNMENT**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City's sole option terminate this Agreement without any notice to Company of such termination.

## **13. NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

### **If to the City:**

City Manager  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

### **With copies to:**

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

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**14. GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services". In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

*Signatures on the following page.*

**STONECREST, GEORGIA**

By: \_\_\_\_\_  
Jazzmin Cobble  
Mayor, City of Stonecrest, Georgia

ATTEST: \_\_\_\_\_  
Sonya Isom  
City Clerk

APPROVED AS TO FROM:

\_\_\_\_\_  
Fincher Denmark., City Attorney

**SERVICE PROVIDER:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Signature

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_