



**Department of Purchasing and Contracting
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038**

November 3, 2021

Request for Proposal

for

Ongoing Municipal Engineering and Professional Services

RFP Number: 2021-028

Due Date Extended To: January 4, 2022

Time Due: 2:00 p.m., ET

City of Stonecrest

Advertisement for Request for Proposal for Ongoing Municipal Engineering and Professional Services

NOTICE TO OFFEROR:

The City of Stonecrest invites firms to submit proposals to provide Ongoing Municipal Engineering and Professional Services.

Questions regarding the Request for Proposal process should be directed to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 12:00 p.m., ET on December 10, 2021, will be considered.**

Proposal must be received by **January 4, 2022**, to 2:00 p.m., ET. To be entitled to consideration, proposal must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstonecrest>. Only proposals submitted via Bidnet will be considered.

Restrictions on Communicating with City of Stonecrest Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Proposers are not allowed to communicate with any City staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision.

1.0 PURPOSE

The City of Stonecrest is seeking proposals from qualified firms to provide ongoing municipal engineering and professional services. The firm must have experience with engineering processes, procedures, ordinances and permitting, including plan check and review for conformance with conditions of approval along with local and other applicable (City, County, State and Federal) ordinances and standards that are necessary to provide these services and complete the assigned project.

2.0 BACKGROUND

2.1 The City of Stonecrest (CITY) is located on the southeastern portion of DeKalb County and has a current population of 59,000. The City of Stonecrest was incorporated in 2017. The City is committed to creating and supporting conditions where the residents of Stonecrest can participate and prosper.

3.0 EXPERIENCE

3.1 The City is looking for firms with experience in the following categories:

- a) Engineering Design
- b) Environmental Study and Document Preparation
- c) Surveying
- d) Hydraulic and Hydrologic Studies
- e) Geotechnical Engineering
- f) Traffic Engineering and Analysis
- g) Biological Monitoring
- h) Capital Improvement Program Development and Management
- i) Construction Management
- j) Private Development Plan Review
- k) Right-of-Way Management and Customer Complaint Response

4.0 SCOPE OF SERVICES

4.1 The scope of services includes but is not to be limited to the following:

- 1) Develop work plans to maintain and implement processes required to oversee a limited scope of Public Works in the City of Stonecrest. (DeKalb County has primary responsibility for Public Works.)
- 2) Track, monitor and oversee the Public Works infrastructure of the City in accordance with State and Federal Law, in accordance with public safety, and utilizing best management practices. Oversee and manage the work of the City's right-of-way maintenance contractor to ensure that all services are performed in accordance with the contract as well as all relevant standards and guidelines. City infrastructure shall include the transportation system, traffic signals, sidewalks and all other right-of-way

features, stormwater conveyance and treatment facilities, parks and open space facilities and equipment, and public buildings and facilities.

- 3) Develop cost estimates and manage costs within the Public Works maintenance budget.
- 4) Develop and manage the City's Capital Improvement Program (CIP) including project scopes, cost estimates, project schedules and other relevant information. CIP should extend at least five (5) years into the future and be updated annually on a timeline as mutually agreed to with the City.
- 5) Perform engineering design for City construction projects with estimated construction costs under \$50,000 unless exceptional outside expertise is required. Design work should include the development of all plans, specifications, cost estimates, bid packages and other relevant documentation.
- 6) Provide on-site engineering staff at Stonecrest City Hall including one (1) member of the team to be designated as the "City Engineer". Number of staff assigned to City Hall shall be adequate to perform the duties and functions noted herein. The City Engineer and at least one (1) other team member shall be licensed Professional Engineers in the State of Georgia, or able to obtain their GA PE through reciprocity within six (6) months of appointment. However, the City Engineer must be a GA PE at time of appointment.
- 7) Attend regular and special-called Council meetings, both virtually and in-person, prepare presentation materials and make presentations on technical topics of interest and concern to the Council, as assigned by the City Manager of designee. Facilitate assigned committee meetings including development of agendas, preparation of presentation materials and development of meeting minutes. Attend town hall and neighborhood meetings as requested. Meetings outside work hours are an expected part of this assignment.
- 8) Maintain a safety program for all staff in compliance with all State and Federal laws. Ensure that all assigned engineering staff are provided with regular safety training on an on-going basis.
- 9) Ensure a proper Hazardous Material Plan for all City facilities, which meets all State and Federal requirements, is maintained.
- 10) Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

- 11) All Contractors and subcontractors shall carry full insurance with the City named as an additional insured as appropriate.
- 12) Prepare reports on community development planning, facilities planning, environmental and subdivision drainage reviews and analysis to include soils and traffic, for public works improvements and utility systems expansion and improvements to include; water, wastewater, and other municipal projects, as needed.
- 13) The firm shall complete all work according to proposed project timeline and shall provide all deliverables in a timely manner and within the cost and guidelines of the contract.
- 14) The firm shall provide documentation of performance measurements for each project. Documentation will be delivered to the City in accordance with the schedule agreed to by both parties and may include a checklist for project coordination and project meeting review, and conformance to assigned design schedules.
- 15) The Contractor and the City shall mutually agree to a schedule for Progress reporting for each project. Progress reporting shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes, with assigned action items, telephone log of significant calls, transmittal and submittal logs, job site inspection reports and other relevant information.
- 16) Review site plans submitted by developers/contractors for new developments in the City of Stonecrest. Review hydrological studies for accuracy along with street designs and traffic control measures for new developments. Perform all necessary field inspections to ensure work within the right-of-way or involving City infrastructure, is being performed properly and in accordance with all approved plans and specifications.
- 17) Review and investigate complaints submitted to the City regarding the performance of existing storm water management facilities such as detention ponds, catch basins, storm water piping, etc., roadway conditions, traffic signals, pavement markings, traffic control signs and all other infrastructure under the City's control and authority.

5.0 GEOGRAPHIC INFORMATION SYSTEM

5.1 Provide Geographic Information System (GIS) Services as an additive alternative service for this project, to include:

- a) Manage, develop, implement, maintain, and improve the City's GIS strategic plan.
- b) Maintain, develop, implement, and improve the City's GIS standards, policies, and procedures.

- c) Manage and maintain City-provided GIS software licenses.
- d) Provide GIS training to City staff, as necessary.
- e) Design and model geo-databases for storing structured GIS content (support and manage existing GIS content and design and develop geo-database models).
- f) Maintain all existing and future GIS data layers.
- g) Develop data layers and maps as may be requested by the City or its contractors, to meet business needs.
- h) Provide support services for City-provided GIS software systems.
- i) Maintain, store, and retrieve available documents and records from the City's GIS database.
- j) Coordinate with and transfer data to and from necessary external entities including, but not limited to, DeKalb County.
- k) Maintain and update GIS databases on not less than a monthly basis.
- l) Provide GIS-related information and/or data in response to requests and needs of City departments and personnel.
 1. **Permitting:** Work in concert with the City's Planning and Zoning Department and Building Inspections Department regarding the issuance of permits that relate to the City's right-of-way and infrastructure.
 2. **Inspection Tracking and Scheduling:** Perform all necessary inspections related to CIP projects, roadway overlays, private development work that connects to City infrastructure and other associated activities within and adjacent to the City right-of-way and easements.
 3. **Plan Application Tracking:** Provide on-line and reporting capabilities for all plans check and review activities from permit issuance to project completion.
 4. **Planning and Zoning Application Tracking:** Track Planning and Zoning applications from the initial application submittal through various public hearing processes as relates to the City's public infrastructure and right-of-way.
 5. **Reporting:** Generation of ad-hoc reports using any combination of all data elements maintained by land use and permitting systems.
 6. **Development Review and Tracking:** Necessary software tools and integrated databases for central coordination and tracking of the general development review processes.
 7. **Public Online Application Submittal, Complaint, and Inquiry Capabilities:** Provide an online portal through the City's website that is able to allow public online submittal of complaints, access of information, online permit applications, and plan submittal.

8. **Mobility/In-Field Usage:** View, schedule and modify inspections and record notes while in the field. Have the ability to quickly access all contact details for the owner, applicant, contractor, or complainant. Retrieve data by searching any parameter, including permit#, contractor, address, etc.

9. **Capability to integrate to the following systems:**

- Geographic Information System
 - Document Imaging System
 - County Assessor Data
 - Finance Management Software
 - Complete documentation for support staff, users, and administrators.
- m) Provide the public with access to City GIS files through the City website, including providing citizens and non-GIS staff with the ability to view, manipulate, and download the City GIS maps, data, and layers over the Internet.
- n) Coordinate activities with the GIS subunit within various City departments.
- o) The company offices must reside within the United States. The company cannot outsource to any third party without prior written authorization by the City.

6.0 CONTRACT MANAGEMENT

6.1 The selected firm shall provide on-site engineering staff at Stonecrest City Hall, who will be responsible for directing and coordinating the activities of the firm's personnel and any subcontractors in all aspects of the projects.

7.0 PREPARATION OF PROPOSAL

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. Check <https://bidnetdirect.com/georgia/cityofstonecrest> for any/all addendum(s).
- b. Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the Bidnet website, if applicable, within the specified timeline herein.
- c. 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.
- d. 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 offeror.

- e. 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 offeror shall state a definite time and avoid using the terms ASAP or approximately so many days.
- f. 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.
- g. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal

8.0 PROPOSAL CONTENT

- 8.1 To be entitle to consideration proposals must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstoncrest>
- 8.2 The proposal should be comprehensive and complete as submitted. While there is no specified page limit to a response to this RFP, offerors are advised to only provide material related to the request for proposals for services identified in this RPF. Please avoid providing extensive boilerplate, corporate marketing, or filler material.
- 8.3 Offeror shall submit the following information with the proposal. Offeror must reference each section as listed below:

8.4 QUALIFICATIONS AND EXPERIENCE

- 1) Provide a brief history of your firm providing services requested in this RFP.
- 2) Describe your firm's experience, and capabilities as it relates to sections 3.0 Experience and 4.0 Scope of Work of this RFP.
- 3) Provide names of key staff members who will be assigned to this project. Include the relevant resume information of the individuals who will be assigned, including the specific tasks or services for which they will be responsible. This information should include a description of each individual's relevant professional experience, years and type of experience and number of years with the firm.
- 4) List at least five (5) clients (municipal/county government) for whom you have provided ongoing engineering and professional services in the past five (5) years. Provide contact names, telephone numbers for references and description and time period when services were provided.

- 5) The selected firm must be able to provide proof of financial stability over the past five (5) years;

8.5 **METHODOLOGY**

- 1) Provide a narrative demonstrating firm's approach to project and its ability to furnish services. Relative to the Scope of Services for the project, describe the specific abilities of the firm and its subcontractors.
- 2) Provide evidence the firm's capacity and capability to perform on short notice and in a timely manner.
- 3) If the firm intends to subcontract out any part of the work contained in the scope of this RFP, the firm shall provide a complete description of the services to be subcontracted, an estimate of the overall amount of work to be subcontracted.
- 4) The City of Stonecrest reserves the right to reject any proposed subcontractor and to revoke previous approval of any subcontractor should the need arise.

8.6 **COST OF SERVICES**

- 1) Provide firm's proposed fixed monthly fees with description for all services.
- 2) Provide firm's monthly cost for SPLOST Management.
- 3) Provide firm's monthly cost for Geographic Information System.
- 4) Provide any hourly fees and description of service proposed.
- 5) The firm shall itemize their fee schedule to include all costs, with an explanation of how costs are calculated. Itemized costs shall include all costs passed onto the City of Stonecrest, including but not limited to professional consulting and engineering costs, and all ancillary expenses such as travel, copying, phone, postage, etc. The firm shall be responsible for the cost of all equipment, transportation, materials, and miscellaneous items necessary to perform the work as outlined herein. The cost of such items shall be accounted for with the personnel costs. The City will not provide separate or additional compensation for the materials and equipment as required by the selected engineering firm.

9.0 **INSURANCE**

- 9.1 Detail your insurance coverage applicable to the services described herein. Such coverage must include, at a minimum, Workers Compensation, Employer's Liability, Commercial General Liability, Comprehensive Automobile Liability, Umbrella Liability, and Professional Liability coverage. Include insurance certificates summarizing such insurance coverage.

10.0 EVALUATION CRITERIA

10.1 Evaluations will be based on criteria outlined herein. All proposals will be evaluated using the same criteria. The criteria used will be:

- 1) The evaluation will consider all materials submitted to determine whether the firm's offering is in compliance with the RFP requirements.
- 2) The ability and capacity of the proposer and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required.
- 3) The firm's general approach to providing the services required under this RFP.
- 4) The firm's documented experience in successfully completing contractors of a similar size and scope of the engagement addressed by this RFP.
- 5) The qualification and experience of the firm's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.
- 6) The overall ability of the firm to mobilize and undertake the services in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory, and other staff proposed by the firm to perform the services required by this RFP, the availability and commitment of the firm's management, supervisory, and other staff proposed.
- 7) The proposed costs and charges will be considered.
- 8) Relevance and quality of references.
- 9) City staff may conduct in-person interviews and site visits as part of the final selection process. Additional information may be requested from the financial institution prior to scheduling an interview.
- 10) The City reserves the right to negotiate price and/or non-price terms and conditions with selected firm.
- 11) The City reserves the right to negotiate price and/or scope of work terms and conditions with selected firm.
- 12) The City reserves the right to negotiate terms and conditions, which may be necessary or appropriate to meet the needs of the City.

11.0 GENERAL INFORMATION

1. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the offeror's responsibility to check the Bidnet's website <https://www.bidnetdirect.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 on the City's website, if applicable, within the specified timeline herein.
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.
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 offeror.
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" when describing the start date for services.
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.
6. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.
7. Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP
8. Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has

compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

12.0 AWARD

- 12.1 It is the policy of the City of Stonecrest that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.
- 12.2 A contract will be awarded to one “responsive” and “responsible” offeror on a total lump sum cost basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.
- 12.3 The City reserves the right to reject any or all the proposals submitted. The City reserves the right to negotiate the costs of this proposal and to award the work to a firm other than the firm with the lowest costs and make an award that is in the best interest of the City.
- 12.4 Before awarding the RFP, the City may request additional information from Offeror.
- 12.5 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.
- 12.6 The RFP contract will not necessarily be awarded to the Offeror submitting the proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Offeror submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP requirements, program goals and objectives, benefits to the community, and overall costs to the City of Stonecrest.
- 12.7 The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

13.0 CONTRACT PERIOD

- 13.1 This contract shall be for one (1) base term (of one year or less) with four (4) four-year available options to renew at the sole discretion of the City of Stonecrest. This contract will be conditional upon the offeror’s ability to comply with requirements set forth in the solicitation documents.

14.0 NON-DISCRIMINATION

- 14.1 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.

15.0 BUSINESS ENTERPRISES

- 15.1 The City strongly encourages Small Business firms to participate in this RFP.

16.0 PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

16.1 All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.

17.0 INSURANCE

17.1 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
- b. Comprehensive General Liability Insurance
- c. Automobile Liability
- d. Umbrella Liability Insurance
- 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.

18.0 CONTRACT TERMS

18.1 Proposers must agree to fix contract costs for the first two (2) years. If the proposer intends to revise its cost schedule after the initial period, it must give written notice to the City 90 days in advance of any cost change. Costs may be changed only on the contract anniversary date. These costs are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

19.0 PROFESSIONAL SERVICES AGREEMENT

19.1 The selected Contractor is expected to enter into the standard City agreement as per attached Professional Services Agreement. Responding organizations are able to propose their own agreement. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.

20.0 CAUSES FOR TERMINATION

20.1 Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the proposal; violation of any law governing services provided to the City; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees which, in the opinion of the City, would adversely affect its interest, or endanger the structure of the City such as a spin off or merger which materially affects the terms of this agreement. The City may terminate the agreement without penalty on 90 days' notice.

21.0 PROPOSALS REJECTIONS

21.1 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.

21.2 Proposals 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.

21.3 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.

22.0 DISCLAIMER/RESERVATION OF RIGHTS

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

22.2 The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers 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.

23.0 DUE DILIGENCE

23.1 The Responder shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

24.1 Should you have any questions, contact Joyce Carter, Procurement Manager, at (470)727-0068 or <https://www.bidnetdirect.com/georgia/cityofstonecrest>.

PROFESSIONAL SERVICES AGREEMENT
_____ SERVICES

This Professional Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and _____ (“Contractor”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing ongoing municipal engineering and professional services; and

WHEREAS, Contractor submitted a response to the City’s Request for Proposal No. 2021-028__ for _____, which was selected by the City as the most responsive;

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES.** Contractor agrees to provide ongoing municipal engineering and professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a cost not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s 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, Contractor 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. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the

expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

4. RELATIONSHIP OF THE PARTIES.

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor 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.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor 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.

5. WARRANTY ON SERVICES RENDERED. The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. TERMINATION FOR DEFAULT.

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails

to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the “WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of

termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's costs and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C**, and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
 - (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor 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, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
 - (c) Contractor warrants and represents 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 Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.

13. THE CITY’S ASSISTANCE AND COOPERATION.

During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper, and punctual performance of all the Contractor’s obligations under this Agreement.

14. WORK ON THE CITY’S DESIGNATED PREMISES.

In the event that the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractors enter the City’s designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

15. CONFLICTS OF INTEREST. Contractor 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;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor 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 Contractor 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.

16. CONFIDENTIAL INFORMATION.

Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither

Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

17. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

18. ATTORNEYS' COSTS. Both parties agree to pay reasonable attorneys' costs to the other party should either party be required to incur attorneys' costs in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

19. 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.

20. 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
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: jallenjackson@stonecrestga.gov

With copies to:

City Attorney
Fincher Denmark, LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
Email: wdenmark@fincherdenmark.com

If to the Contractor:

- 21. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict performance with every provision of this Agreement.
- 22. **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.
- 23. **INTERPRETATION.** 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.
- 24. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 25. **COUNTERPARTS.** 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.
- 26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached 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. In case of conflict between any term of the

Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

27. CAPTIONS. 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.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

APPROVED AS TO FORM: _____

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR,

BY (sign here):

Name (print):

Title:

[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

EXHIBIT A

COST PROPOSAL

Separate Attachments

(Excel Spreadsheet and Word Document)

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). 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.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 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; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

Date: _____ Signature: _____

Title: _____

EXHIBIT E

PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: _____

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 has 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.

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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS ____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name _____

Applicant Address _____

Applicant Phone _____ Email _____

The _____ (that will be responsible for management of the contract associated with this RFQ) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Other Members _____

Other Members _____

CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Authorized Signature of Responder

Date

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES NO Building or health code violations on property owned that is not being actively abated;
- YES NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES NO Have any outstanding judgments or debts to the City;
- YES NO Have no past due loan(s) with the City;
- YES NO Been subject to a foreclosure within the previous ten (10) years;
- YES NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFQ are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I _____ as Authorized Representative for

_____,
hereby certify that all information and materials submitted in response to this RFQ are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFQ, and I authorize third parties to release such information to the City.

Authorized Signature of Responder _____
Date

Print or type name

Authorized Signature of Responder _____
Date

Print or type name