



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, October 23, 2023 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION:** Rob Turner, District 2 Councilmember
- IV. PLEDGE OF ALLEGIANCE:** Alecia Washington, District 3 Councilmember
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**
 - a.** Approval of Meeting Minutes - Special Called Meeting, September 6, 2023
 - b.** Approval of Meeting Minutes - Special Called Meeting with SPLOST, Parks and Rec, Finance Oversight and Transportation Committees, September 13, 2023
 - c.** Approval of Meeting Minutes - City Council Meeting, September 25, 2023

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

- a.** **Public Hearing** - FY24 Budget Recommendation - *Gia Scruggs, City Manager & Jazzmin Cobble, Mayor*
- b.** **Public Hearing** - SLUP 23-007 2547 Lithonia West Drive - *Matthew Williams, Deputy Director of Planning & Zoning*
- c.** **For Decision** - SLUP 23-007 2547 Lithonia West Drive - *Matthew Williams, Deputy Director of Planning & Zoning*
- d.** **Public Hearing** - SLUP 23-004 3575 Trinity Place - *Matthew Williams, Deputy Director of Planning & Zoning*
- e.** **For Decision** - Ordinance for SLUP 23-004 3575 Trinity Place - *Matthew Williams, Deputy Director of Planning & Zoning*
- f.** **Public Hearing** - SLUP 23-005 4908 Ardsley Drive - *Matthew Williams, Deputy Director of Planning & Zoning*
- g.** **For Decision** - Ordinance for SLUP 23-005 4908 Ardsley Drive - *Matthew Williams, Deputy Director of Planning & Zoning*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

- a.** Resolution for Appointments to Charter Commission - *George Turner, Mayor Pro-Tem*

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

- a.** **For Decision** - MP 23-000002 6718 Varkel Lane - *Matthew Williams, Deputy Director of Planning & Zoning*
- b.** **For Decision** - Ordinance for RZ 23-003 4700 Browns Mill Road - *Matthew Williams, Deputy Director of Planning & Zoning*

XIII. NEW BUSINESS

- a. For Decision** - Everett Park Project Contract Recommendation - *Sedrick Swan, Director of Parks & Recreation & Shakerah Hall, Procurement Manager*
- b. For Decision** - Paving Study Contract Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*
- c. For Decision** - Botanical Garden Design Contract Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*
- d. For Decision** - Fairington Park Additional Parking Vendor Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*
- e. For Decision** - Salem Park Outdoor Equipment Vendor Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*
- f. For Decision** - Memorandum of Understanding Approval - Georgia Piedmont Technical College - ARPA - *Gia Scruggs, City Manager*
- g. For Decision** - Memorandum of Understanding Approval - DeKalb County School System, ARPA Funding - *Gia Scruggs, City Manager*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVIII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Wednesday, September 06, 2023 at 5:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting began at 5:10pm

II. ROLL CALL: Sonya Isom, City Clerk

All members are present with the exception of Mayor Cobble.

III. AGENDA ITEMS

- a. For Decision** - Resolution for Adoption of SPLOST Intergovernmental Agreement and Resolution - *Hari Karikaran, City Engineer*

City Engineer Hari Karikaran stated that the City Attorney has worked with DeKalb County to establish several resolutions. There is an IGA between DeKalb County and the City of Stonecrest to collect and distribute SPLOST II proceeds as well as another resolution put in place for the city to sell general obligation bonds.

City Attorney Alicia Thompson was present via zoom and confirmed there are currently three resolutions before council. She is asking that the first resolution, for project funding allocations, get reviewed and approved first due to the resolution coming before council previously and the numbers being finalized recently by DeKalb County for SPLOST. Attorney Thompson is asking that the numbers that were previously approved are amended to reflect the newly presented numbers, and also to approve the project allocation funding. The project funding amount is \$70,863,281.00. The preamble was read by the City Clerk.

Motion 1 – made by Councilmember Rob Turner to approve the project funding allocation for SPLOST. Seconded by Councilmember Tara Graves.

Councilmember Tammy Grimes asked if stating SPLOST II was needed for the motion.

Amended Motion 1 – made by Councilmember Rob Turner to approve the project funding allocation for SPLOST II for the City of Stonecrest. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

City Engineer Karikaran stated this resolution is a referendum resolution to authorize the issuance of a bond not to exceed 40,690,000.00. The distribution of this bond is between years 2025 and 2030. Mayor Pro Tem George Turner stated the city is estimating they would like to collect approximately \$70,000,000.00. He stated that although the city cannot get this in advance, they can pass a bond resolution to obtain a portion of it in advance, if successful in selling the bonds.

City Attorney Thompson asked that the resolution for the IGA goes second and the bond referendum resolution goes third.

City Engineer Karikaran gave an overview of the resolution and language, authorizing the execution of the IGA. City Attorney Thompson stated that pursuant to Georgia law, the SPLOST can be for a five or six-year period and if the city and county issuing the SPLOST would like to extend the time frame, the city would have to enter into an IGA with the county. This is due to it being a six-year SPLOST and not a five-year SPLOST. The preamble was read by the City Clerk.

Motion 2 – made by Councilmember Rob Turner to approve the resolution for adoption of the SPLOST II Intergovernmental Agreement and Resolution. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

City Attorney Thompson stated the amount is different from the amount that the city will be receiving for SPLOST because the proposal from the city's bond attorney is to only approve 80% of the SPLOST revenue. This is a way for the city to receive the money up front which is the purpose of the bond. City Attorney Thompson also stated that for a city or municipality to issue a bond using SPLOST funds, the question asking citizens if they would like to use the funds to issue a bond must be on the November election ballot. The preamble was read by the City Clerk.

Motion 3 – made by Councilmember Tammy Grimes to approve the Referendum Resolution 2023 SPLOST II for bonding. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

- b. For Decision** - Resolution for Right-of-Way Dedication and Acceptance at 6030 Hillandale Drive - *Hari Karikaran, City Engineer*

City Engineer Hari Karikaran stated there was a land development project at 6030 Hillandale Drive and the application was submitted in November, 2020, receiving land disturbance and other permits. During construction and while checking on sign permits, it

was noticed there was an opportunity to obtain the required right-of-way for Hillandale Road. The applicant obliged and dedicated that section of the right of way to make it uniform. The total right-of-way at this location is 120 feet and staff would like to make it uniform throughout that section of Hillandale. The applicant dedicated that section, and this will be free of charge for Stonecrest citizens.

Mayor Pro Tem Turner asked about the uniqueness of this dedication. City Engineer Karikaran stated Chapter 14 section 191 of the land development code requires that all new developments dedicate a right-of-way free of charge with a deed. After being accepted by council, the applicant will register the record with the recorders court and the GIS department will adjust the right-of-way and it will become a part of the City of Stonecrest.

Motion – made by Councilmember Rob Turner to approve the Resolution for Right-of-Way Dedication and Acceptance at 6030 Hillandale Drive. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

The preamble was read by the City Clerk.

COMMENTS

City Manager Gia Scruggs introduced Sedrick Swan as the new Director of Parks and Recreation.

Councilmember Tammy Grimes mentioned that she would like to remind everyone who has been in the loop with the c word (cancer) to please come out to Family Fun Day for children as September is Childhood Cancer Awareness Month. The event will take place at Browns Mill Park on Saturday, September 9th from 11am-3pm.

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

V. ADJOURNMENT

Motion – made by Councilmember Rob Turner to adjourn the Special Called meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The meeting adjourned at 5:38pm.

Americans with Disabilities Act

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CITY OF STONECREST, GEORGIA

**SPECIAL CALLED MEETING WITH SPLOST, PARKS AND REC, FINANCE
OVERSIGHT AND TRANSPORTATION COMMITTEES-MINUTES**

3120 Stonecrest Blvd., Stonecrest, GA 30038

Wednesday, September 13, 2023 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting was called to order at 6:08pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Councilmember Rob Turner present via zoom and Councilmember Alecia Washington arriving after rollcall.

The following committee members were present:

SPLOST Oversight Advisory Committee – CM Tammy Grimes, CM Rob Turner, Donna Priest-Brown

Parks and Recreation Advisory Committee – CM Tara Graves, Karyl Clayton, Ieisha Fuller

Finance Oversight Committee – MPT George Turner, LaKeisha Swanson, Dave Marcus

Transportation Advisory Committee – MPT George Turner, CM Tammy Grimes, Alan Burnette

Mayor Cobble was present and is an ex-officio member of each Committee.

III. APPROVAL OF AGENDA

Mayor Pro Tem Turner opened the floor for any Public Comments. There were none.

City Manager Gia Scruggs gave an introduction to new Directors, Sedric Swan, Parks and Recreation Director, and James Upchurch, Communications Director, who were both present. There was also mention of additional new staff, Keisha Franklin, Finance Director, Christian Green, Economic Development Director and Patrick Moran, Chief Building Official. The Planning and Zoning Director position is currently vacant, with hopes to fill as soon as possible.

IV. AGENDA ITEMS

a. Review of FY24 Departmental Requests

Introduction by City Manager Gia Scruggs, stating the city is anticipating and looking forward to the FY 24 budget as there are several new Directors, which hit the ground running. City Manager Scruggs gave a review of the remainder of the 2024 Budget Calendar. This has been a year of plans, including master plans and at the end of this year/beginning of next year, the public will begin to see the effects.

There was a review of FY24 departmental requests, including the Mayor-Council, City Clerk, City Manager and Legal budgets. There was also an explanation of the process taken to get to the requests being presented today. City Manager Scruggs is encouraging participation from the public, as well as recommendations and suggestions.

There was information shared on ARPA expenditures, and audit information, including infractions of the past causing the audits to be delayed. It was stated the city's Internal Auditor has given a work plan to the City Council and once it is completed, the city's Internal Auditor will come and give a presentation to the City Council.

There was ask of a possible tree ordinance, council responsiveness to citizens, support of the Charter Review Committee and notifications for citizens in regard to zoning requests.

There was also a review of professional services for the city. In addition, there was a detailed discussion of the Parks and Recreation budget request, including additional staff requests, park improvements, and a nature program. There was also discussion pertaining to funding an IT Manager position as well as other positions for that department.

Communications Director James Upchurch discussed increasing communication with the public via postcards, etc. The city is looking forward to resetting Stonecrest.

The city has contracted Tyer Technologies for financial management and court software. There was a request for a business incubator, which would assist new businesses with getting started.

b. Proposed FY24 Capital Improvement Projects

Presentation by City Engineer, Hari Karikaran on 2024 SPLOST projects and projected revenue. There was a review of 2024 expenditures, including road paving, freight cluster study projects, quick response projects, SPLOST management, traffic signal maintenance, and the Covington Highway sidewalk. City Engineer Karikaran also discussed building upgrades, light upgrades, park and gateway monument, bridge scape & streetscape and way finding and other signs. There was also an overview of the SPLOST II funding category, as adopted by the council.

c. For Discussion – Recommendations from committee members or the public

There was a request for the project list to be posted on the city's website.

Mayor Pro Tem George Turner stated if there are any additional comments or questions, citizens are asked to contact the Committee Chair or Committee Members, Council Member, or email the City Manager.

Mayor Cobble made a plea for citizens to join the city's committees and be engaged throughout the year. She spoke of the importance of committee work, engagement, and participation. Volunteers are welcome. Don't be spectators, be participants.

City Manager Scruggs stated the next milestone is the presentation at the October Work Session. The City Manager will discuss feedback from this meeting with the department heads.

V. ADJOURNMENT

The meeting adjourned at 8:55pm.

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CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, September 25, 2023 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting began at 6:07pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Mayor Jazzmin Cobble arriving immediately after roll call.

III. INVOCATION: Rob Turner, District 2 Councilmember

IV. PLEDGE OF ALLEGIANCE: Alecia Washington, District 3 Councilmember

V. APPROVAL OF THE AGENDA

Mayor Pro Tem George Turner stated that an item that was voted on to be added to this agenda is not listed. Item RZ 23-003 4700 Browns Mill Road has been delayed due to the lengthy traffic study. This item will be on the October meeting Agenda.

Motion – made by Councilmember Rob Turner to approve the City Council Meeting agenda for September 25, 2023. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

- a. Approval of Meeting Minutes - City Council Meeting July 24, 2023

Motion – made by Councilmember Rob Turner to approve the July 24, 2023, City Council meeting minutes. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

b. Approval of Meeting Minutes - Special Called Meeting August 18, 2023

Motion – made by Councilmember Tara Graves to approve the August 18, 2023, Special Called Meeting minutes. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

c. Approval of Meeting Minutes - City Council Meeting August 28, 2023

Councilmember Tammy Grimes stated that she previously asked to defer this item to this meeting for the audio to be used to settle the dates in questions from the last meeting. Mayor Pro Tem answered that an email regarding this item was sent prior to the meeting.

Motion – made by Councilmember Rob Turner to approve the August 28, 2023, City Council Meeting minutes. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

Geraldine Champion –insulted that the Mayor is not present during the public comment section of the meeting. She has concerns about code enforcement for the city parks, asked the council if they could visit their districts at least once a month, and asked what has been done in the last five years to make Stonecrest a better city. Mrs. Champion stated the stickers on the city vehicles should be permanent decals. As the representative of the Neighborhood Association of 84, she asked what the city is doing with money.

Dele Lowman – Ms. Lowman stated that the original item she wanted to speak on was removed from the agenda. She commented on citizen engagement and the agendas being posted in a timely manner, to allow citizen time to review. Mrs. Lowman also commented on changing the amount of time given for public comments and is asking appointments for the Charter Commission are not made in the middle of election season, as some council seats are up for election and not guaranteed to be in those seats when the Charter Commission convenes.

Faye Coffield –stated citizens still do not know how the Board of Education will money awarded by city. She asked if the money awarded to Piedmont College includes tuition for City

of Stonecrest residents, and stated she has made a request asking how much money artist Chrisette Michelle was paid. Ms. Coffield lastly wanted to apologize to Councilmember Alecia Washington for supporting the Mayor and not Ms. Washington.

Read by the City Clerk from Piper Bunch – As a taxpaying citizen of South DeKalb, she is emailing on behalf of her community as they are currently fighting a concrete recycling plant that the council voted to have in the city. She stated that three years ago some of the council openly invited Metro Green and some turned a blind eye to what was about to invade the community. Three years later we are still fighting. We are demanding that City of Stonecrest Attorneys continue to fight Metro Green and do not issue a business license and deny the Certificate of Occupancy to Metro Green. It is Stonecrest’s responsibility to protect us from Metro Green. Protect South DeKalb. We deserve to breathe clean air. We deserve to have a quiet residential area. We deserve protection.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case. There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - SLUP 22-016 1352 Regal Heights Drive - Ray White, Director of Planning & Zoning

Presenter Matthew Williams, Deputy Director of Planning & Zoning stated the applicant, Stella Akolade, is seeking a SLUP to operate a personal care home. There was a review of future land use, current zoning, the aerial map and floor plan. The current zoning is R100, and the home is 2,478 sq feet. The applicant must obtain a SLUP and business license before operation. There are three bedrooms and two baths. Section 4.2.41 – Personal Care Homes & Child Caring Institutions, list regulations that the applicant must adhere to.

Motion – made by Councilmember Rob Turner to open public hearing for SLUP 22-016 1352 Regal Heights Drive. Seconded by Councilmember Tammy Grimes.
Motion passed unanimously.

- In Favor:
Dyshell Swans
- In Opposition
Piper Bunch

Motion – made by Councilmember Tammy Grimes to close public hearing for SLUP 22-016 1352 Regal Heights Drive. Seconded by Councilmember Rob Turner.
Motion passed unanimously.

The applicant confirmed she will be living in the home, that she is the owner of the home

and answered Councilmember Grimes’ question, stating the home is in District 1. She also confirmed there will be two to three applicants, and she will live in the home also.

Mayor Pro Tem George Turner asked if this SLUP would allow up to six residents in some cases. Director White replied, stating the SLUP will allow up to six and this can be conditioned. Councilmember Tara Graves asked staff what the current conditions are. Director White stated we must comply with section 4.2.41 and remain in compliance with all building codes. Mayor Pro Tem asked the applicant if she will be providing 24-hour care. The applicant replied, yes.

After confirming with the applicant, Councilmember Grimes asked if we could state approval with condition of capping residents at three. Mayor Pro Tem stated yes.

b. For Decision - Ordinance for SLUP 22-016 1352 Regal Heights Drive - *Ray White, Director of Planning & Zoning*

Motion – made by Councilmember Tara Graves to approve SLUP 22-016 1352 Regal Heights Drive with the condition of a three-resident maximum. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The preamble was read by the City Clerk.

c. Public Hearing - SLUP 23-008 6419 Rockland Road - *Ray White, Director of Planning & Zoning*

Presenter Matthew Williams, Deputy Director of Planning & Zoning stated the applicant, Joe Burkholder, is seeking a SLUP to operate a short-term vacation rental. There was a review of the facts and background, future land use, zoning map, overlap district, aerial map and submitted floor plan. The home is 3,122 sq feet and the current zoning is R100, located in the Arabia Mountain Overlay District. Staff recommends approval with 4 conditions as stated in packet.

Motion – made by Councilmember Tara Graves to open public hearing for SLUP 23-008 6419 Rockland Road. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The applicant stated the most common complaints are parking and violating the noise ordinance. The home has been vacant for years and brought back to share with the community.

Comments in Favor

None

Comments in Opposition

None

Motion – made by Councilmember Rob Turner to close public hearing for SLUP 23-008 6419 Rockland Road. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Councilmember Rob Turner asked the applicant if there will be any alterations to the property. The applicant replied, no.

Councilmember Grimes asked how many years the property had been vacant, what the property backs up to and if there would be designated property for guests. The applicant stated the property has been vacant for approximately 10 years and that the property backs up to the lake, which could go behind Arabia Mountain. The applicant also stated asphalt has been put down to accompany approximately 8 cars and that there is also a garage.

Councilmember Washington asked if it would be well lit and the applicant replied, yes. The solar lights are all the way down the driveway, which is wide enough to get through without hitting the lights, in addition to there being lights around the house.

Mayor Pro Tem asked for confirmation on the maximum number of days for short term rentals. The answer was thirty days, and the applicant can renew at the end of that term.

Mayor Cobble asked for confirmation on what the thirty days was for. The answer was that the thirty days was for the applicant and not the SLUP.

- d. **For Decision** - Ordinance for SLUP 23-008 6419 Rockland Road - *Ray White, Director of Planning & Zoning*

Motion – made by Councilmember Tammy Grimes to approve SLUP 23-008 6419 Rockland Road with approval conditions from Planning & Zoning. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

The preamble was read by the City Clerk.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

- a. Appointment to Planning Commission - *Jazzmin Cobble, Mayor*

Mayor Jazzmin Cobble stated there is a need for an appointment for the Planning Commission to represent District 1, replacing Stephanie Brown. She is nominating Erica Williams as the District 1 representative for the Planning Commission.

Motion – made by Councilmember Rob Turner to approve Mrs. Erica Williams for the appointment by the Mayor to the Planning Commission. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

- b. Appointment to Charter Commission - *George Turner, Mayor Pro-Tem*

Mayor Pro Tem George Turner stated he has not yet received all appointments for the Charter Commission and is asking to defer this item until the next meeting.

Motion – made by Councilmember Tammy Grimes to defer the appointments to the Charter Commission until the next City Council meeting. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

- a. **For Decision** - Ordinance for SLUP 23-003 6736 Jojanne Lane - *Ray White, Director of Planning & Zoning*

Presenter Matthew Williams, Deputy Director of Planning & Zoning stated the applicant Tahniqua Williams of Qua-Sell, LLC is seeking a SLUP to operate a personal care home. The current zoning is R100 and located in the Arabia Mountain Conservation Overlay District. Staff recommends approval with conditions as listed in packet.

Councilmember Grimes asked for confirmation that the applicant will not have more than three residents. Ms. Williams replied that the State law allows no more than 3 residents through the community living arrangement and stressed it is not a personal care home. Councilmember Rob Turner wanted to confirm the applicant will be able to comply with all the conditions the Planning & Zoning Department has put into place with no problem. Ms. Williams replied yes, as she has completed everything that was required. Mayor Pro Tem asked for the distinction between a Community Living Home and a Personal Care Home. Director White explained that the state has requirements that are more restrictive, as they are confirming the arrangements are consistent with the locality and adheres with state requirements. The city is doing the same on the local level. Director White confirmed that the correct agenda item name is SLUP 23-003.

The preamble was read by the City Clerk.

Councilmember Grimes questioned if the language in the ordinance should be different for Community Living Homes. Attorney Denmark stated that the city can impose that requirement if they would like to address differently.

Mayor Cobble stated that the city code speaks to a personal care home not a community living arrangement which is the state definition and term. The City of Stonecrest code speaks to a Personal Care Home and the permit would be based on those conditions.

Motion – made by Councilmember Tammy Grimes to approve SLUP 23-003 6736 Jojanne Lane with the five recommended conditions.

Amended Motion – made by Councilmember Tammy Grimes to approve SLUP 23-003 6736 Jojanne Lane with the four recommended conditions and a fifth condition capping the number of clients at three. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

XIII. NEW BUSINESS

- a. **For Decision** - MP 23-000002 6718 Varkel Lane - *Ray White, Director of Planning & Zoning*

Presenter Matthew Williams, Deputy Director of Planning & Zoning stated this is a lot combination for the properties at 6718, 6734, 6750, 6766, 6782, 6798 Varkel Lane and 2269 Randall Road. The applicant is seeking to combine seven lots into one property. DeKalb County has approved the combination lot and as part of the DeKalb County

regulation, the applicant must submit an as built survey, which is being presented to council as a gravel parking lot. The applicant applied before the moratorium was in place, so the applicant will not be subject to the new regulation. Staff is recommending approval.

Deputy Director Williams confirmed it is just one parking lot now, there is gravel on all of the lots and currently the parking lot has seven lots, separated into two with a detention pond in the middle. Mr. Williams also confirmed the applicant is wanting to combine the lots due to the development being on one lot now instead of seven lots previously. The truck gravel parking lot which is the only business that will be on the lot.

Applicant Lance Ravenscraft stated that he works for the owner of the parking lot and stated the lot is gravel, has fencing and two detention ponds. He also confirmed that the business name is Varkel Lane Truck Parking and that the business name on the business license is the business address on Varkel Lane, with no official name as it is currently vacant. Mr. Ravenscraft confirmed the lot will not be used for any other activity in the future.

Motion – made by Councilmember Tara Graves to defer the decision on MP 23-000002 6718 Varkel Lane to the next City Council meeting. Seconded by Councilmember Tammy Grimes.

Mayor Cobble asked for confirmation that the combination plat is basic, the owner owns more than one property and would like it to be one parcel with one address versus seven lots, and that all checklist items, as well as regulations, have been met. Director White replied yes and agreed that staff has satisfied everything needed on their end and there is nothing else staff must do to satisfy the requirements. Councilmember Graves stated the reason for the recommended deferral was to hear the unreadiness of the constituent that is present and has a question. City Attorney Alicia Thompson stated that the constituent comment should be heard during the public comments section of the meeting.

Councilmember Tara Graves restated the motion to defer the decision on MP 23-000002 6718 Varkel Lane to the next City Council meeting. Seconded by Councilmember Tammy Grimes.

Motion passed 4-1 with Councilmember Rob Turner voting nay.

b. For Decision - Approval of Music, Film, Entertainment Study - *Christian Green, Director of Economic Development*

Christian Green, Economic Development Director is requesting approval of the Stonecrest Film, Music and Digital Entertainment strategic plan. The plan findings and result of this plan were presented to council during the September 11, 2023, Work Session by consultant, Sound Diplomacy. The Film and Entertainment Commission met on September 21st and the results of the survey taken by Economic Development revealed that the Commission did agree with the findings of the plan. This request is to allow the Economic Development community to create and implement the strategic action plan which will be used to detail the strategic metrics and timelines to be used by the team.

Councilmember Rob Turner asked Director Green, if approved, will that end the Sound Diplomacy contract with the city. Mr. Green replied yes.

Mayor Pro Tem Turner confirmed with City Manager Scruggs that everything put in order with the budget. Ms. Scruggs stated that it was previously budgeted and with the council's approval the Economic Development team can put together a work plan based off the study.

Motion – made by Councilmember Rob Turner to approve the Music, Film, Entertainment Study. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

c. For Decision - Approval for Stonecrest Development Authority Funding - *Jazzmin Cobble, Mayor*

Presenter Mayor Jazzmin Cobble stated that this MOU is for the Development Authority to have access to the funds in the bank account labeled Development Authority. This would be used to set up a bank account with its own EIN and with its own identity. There would be a return of the funds no later than December 31, 2026.

Councilmember Alecia Washington stated that she did not agree with the terms of the MOU and would like a better understanding of the terms and requests a deferral. Mayor Cobble asked Councilmember Washington to identify the parts or section so that she could have more knowledge of it. Councilmember Washington stated she did not have it in front of her.

The preamble was read by the City Clerk.

Councilmember Tammy Grimes commented December 31, 2026 seems like a long time and Mayor Cobble stated the date can be changed as the development authority is looking to have it repaid as soon as possible. Councilmember Grimes asked if there is any benefit to having the term shortened. Attorney Thompson stated that would rest more on the activities of the Development Authority and she does not know the plan to get to that payment amount but believes shortening terms is good and will get the city its money faster. Mayor Cobble stated the development authority must complete projects and build economic development to generate revenue and without the bank account that cannot happen. As the development authority finalizes development projects the development authority will generate revenue from that and will repay the city. Mayor Pro Tem stated he supports any activities needed to get this jump started and, on the road, again. Director Green believes in three tenants: Strong BRE Business Retention Expansion. Strong Business Attraction and Marketing and Communications. He is currently working on building out the business attraction component based off the five market sectors that the city is focusing on. The implementation and use of this component is very crucial to accomplishing the goal and will meet the timeline to getting the funds back to the city.

Councilmember Tammy Grimes stated that she would like to see the term being December 31, 2025, instead of December 31, 2026.

Motion – made by Councilmember Tammy Grimes to approve the Stonecrest Development Authority funding with the proposed adjustment term of December 31, 2025. Seconded by Councilmember Rob Turner.

Motion passed 4-1 with Councilmember Alecia Washington voting nay.

XIV. CITY ATTORNEY COMMENTS

Attorney Denmark thanked Councilmembers Washington and Grimes for attending the rebranding of their firm to Denmark Ashby, that was held September 21,2023.

XV. CITY MANAGER UPDATE

City Manager Gia Scruggs mentioned the proposed FY24 Budget will be discussed at the work session on October 9, 2023. Encouraging public to come out.

XVI. MAYOR AND COUNCIL COMMENTS

Mayor Cobble wanted to thank everyone who helped put Screen on the Green together and those who weathered the storm, including staff and constituents.

District 1 Councilmember Tara Graves wanted to thank everyone that came out to volunteer for the district 1 clean-up event.

District 2 Councilmember Rob Turner stated that Stonecrest Film and Entertainment Commission will have a hair and makeup all call on Sunday October 1, 2023, from 2pm-4pm at Our Studios, located at 5311 Dividend Drive, Stonecrest, GA. This is a wonderful event that includes special effects make up.

District 3 Councilmember Alecia Washington wanted to thank all constituents and volunteers that came out for the clean-up event with she and Councilmember Graves. that showed up and helped. Congratulations to Denmark Ashby on their rebranding.

District 5 Councilmember Tammy Grimes acknowledged that the cancer event was wonderful, and she is looking forward to having the event in Stonecrest each year. Thanks to Denmark Ashby for the invite to the rebranding event. She is proud of them for being the largest minority firm in local government.

District 4 Mayor Pro Tem George Turner stated the Browns Mill Recreation Center is for all ages. There was a Town Hall meeting there on Thursday and the number of adults as well as young adults participating was incredible. There is a lot going on in the city. Visit the city's website to find out what is going on in Stonecrest. Check the city calendar for meetings and activities.

Mayor Cobble added there are several events scheduled at Browns Mill Rec Center, including The Garden Club, that meets every 4th Tuesday at 10am, The Citizens Academy starts October 5th, and The Bike Ped and Trail Community Open House will be held on October 11th from 6pm - 7:30pm for feedback on bike ped and trail plan.

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

Motion – made by Councilmember Rob Turner to go into Executive Session for litigation and personnel. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to exit Executive Session and return to the regular scheduled council meeting. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Motion – made by Councilmember Rob Turner to approve the minutes from the Executive Session. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

XVIII. ADJOURNMENT

Motion – made by Councilmember Rob Turner to adjourn the City Council meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The meeting was adjourned at 8:48pm.

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY COUNCIL AGENDA ITEM

SUBJECT: FY24 Budget Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: **Presentation**

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 10/9/23 & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Jazzmin Cobble, Mayor and Gia Scruggs, City Manager

PURPOSE: To present the fiscal year 2024 budget for each fund of the City of Stonecrest, appropriating the amounts shown in each budget as expenditures/expenses with the proposed revenue anticipations.

FACTS: Title 36, Chapter 81, Article I of the Official Code of Georgia Annotated requires a balanced budget for the City's fiscal year, which runs from January 1, 2024 to December 31, 2024.

OPTIONS: Discussion only [Click or tap here to enter text.](#)

RECOMMENDED ACTION: [Click or tap here to enter text.](#)

ATTACHMENTS:

- (1) Attachment 1 - FY24 Recommended Budget
- (2) Attachment 2 - FY24 Capital Improvement Plan
- (3) Attachment 3 - FY24 Comprehensive Plan Action Items
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

		GENERAL FUND			
REVENUES		2022 Budget	2023 Budget	2024 Proposed Budget	% Change (23/24)
031	TAXES				
03110	GENERAL PROPERTY TAX				
31100	REAL PROPERTY-CURRENT YEAR	1,873,000.00	2,170,262.00	2,539,394.00	15%
31110	PUBLIC UTILITY TAX	-	-		
31200	REAL PROPERTY-PRIOR YEAR	50,000.00	50,000.00	50,000.00	0%
31301	PERSONAL PROPERTY-CURRENT YEAR	300,000.00	353,298.00	375,816.00	6%
31310	MOTOR VEHICLE TAX	12,400.00	25,236.00	25,236.00	0%
31315	TITLE AD VALOREM TAX	975,000.00	1,000,000.00	1,000,000.00	0%
31320	MOBILE HOME TAX	-	-		
31325	HEAVY EQUIPMENT TAX	-	-		
31340	INTANGIBLE TAX REVENUE	2,500.00	2,500.00	2,500.00	0%
31350	RAILROAD EQUIPMENT TAX	-	-		
31360	REAL ESTATE TRANSFER TAX	250.00	825.00	800.00	-3%
31400	PERSONAL PROPERTY- PRIOR YEAR	50,000.00	50,000.00	25,000.00	-100%
32451	PEN & INT ON DELINQ PROP TAX	10,000.00	5,000.00	5,000.00	0%
39100	PEN & INT ON DELINQ TAX	-	-		
03110	TOTAL GENERAL PROPERTY TAX	3,273,150.00	3,657,121.00	4,023,746.00	9%
03111	FRANCHISE FEES				
31371	ATL GAS LIGHT (SOUTHERN CO.)	300,000.00	375,000.00	350,000.00	-7%
31372	SSEMC	350,000.00	460,000.00	460,000.00	0%
31373	XFINITY/COMCAST	500,000.00	440,000.00	440,000.00	0%
31374	AT&T	150,000.00	100,000.00	100,000.00	0%
31375	GEORGIA POWER	975,000.00	1,700,000.00	2,100,000.00	19%
31376	FUEL GEORGIA/CENNAT	100.00	50.00	50.00	0%
03111	TOTAL FRANCHISE FEES	2,275,100.00	3,075,050.00	3,450,050.00	11%
03140	SELECTIVE SALES AND USE TAX				
32450	PEN & INT ON DELINQ TAX	-	-		
34200	ALCOHOLIC BEVERAGE EXCISE TAX	46,000.00	65,000.00	70,000.00	7%
34300	LOCAL OPTION MIXED DRINK	100,000.00	130,000.00	130,000.00	0%
34900	OTHER SELECTIVE TAX	-	-		
39100	PEN & INT ON DELINQ TAX	-	-		
03140	TOTAL SELECTIVE SALES AND USE TAX	146,000.00	195,000.00	200,000.00	3%
03160	BUSINESS TAXES				
31610	BUSINESS & OCCUPATION TAXES	-	1,628,778.00	1,700,000.00	4%

31620	INSURANCE PREMIUM TAX	4,100,000.00	4,750,000.00	4,750,000.00	0%
31630	FINANCIAL INSTITUTIONS TAXES	10,000.00	30,000.00	30,000.00	0%
32410	BUSINESS LICENSE PENALTY	-	-		
32440	INTEREST ON BUSINESS LICENSES	-	-		
03160	TOTAL BUSINESS TAXES	4,110,000.00	6,408,778.00	6,480,000.00	1%
031	TOTAL TAXES	9,804,250.00	13,335,949.00	14,153,796.00	6%
032	LICENSES & FEES				
03210	BUSINESS LICENSE				
32110	ALCOHOLIC BEVERAGES CURRENT YR	125,000.00	195,000.00	225,000.00	13%
32111	ALCOHOLIC BEVERAGES FUTURE YR	-	-		
32120	GEN BUSINESS LICENSE CURRENT Y	1,500,000.00	-		
32121	GEN BUSINESS LICENSE FUTURE YR	-	-		
32190	OTHER LICENSES/PERMITS	-	25,000.00	25,000.00	0%
03210	TOTAL BUSINESS LICENSE	1,625,000.00	220,000.00	250,000.00	12%
03220	LICENSES & PERMITS				
32200	BUILDING PERMITS	1,700,000.00	750,000.00	750,000.00	0%
32202	DEVELOPMENT PERMITS	25,000.00	20,000.00	20,000.00	0%
32205	ZONING APPLICATIONS	10,000.00	10,000.00	10,000.00	0%
32299	OTHER	-	650.00	1,000.00	35%
03220	TOTAL LICENSES & PERMITS	1,735,000.00	780,650.00	781,000.00	0%
03230	REGULATORY FEES				
32300	REGULATORY FEES	-	-		
32310	INSPECTION FEES	-	-		
03230	TOTAL REGULATORY FEES	-	-		
032	TOTAL LICENSES & FEES	3,360,000.00	1,000,650.00	1,031,000.00	3%
033	INTERGOVERNMENTAL REVENUES				
03310	FEDERAL GRANTS				
33100	FEDERAL GRANTS	-	-		
03310	TOTAL FEDERAL GRANTS	-			
03430	STATE GOVERNMENT GRANTS				
33401	STATE GRANTS RECEIVED	-	-		
33430	STATE GRANT CAPITAL-LMIG DIREC	-	-	626,960.00	100%
03430	TOTAL STATE GOVERNMENT GRANTS				
033	TOTAL INTERGOVERNMENTAL REVENUES	-	-	626,960.00	100%
034	GENERAL GOVERNMENT				
03400	GENERAL GOVERNMENT				

34110	COURT COSTS, FEES, CHARGES	-	6,500.00	15,000.00	57%
34118	NOTARY FEE	-	-		
34119	OTHER FEES	10,000.00	-		
34120	FILM PERMITTING	10,000.00	22,000.00	10,000.00	-120%
34130	PLANNING AND DEVELOPMENT FEES	-	5,000.00	5,000.00	0%
34720	ACTIVITY FEES	10,000.00	239,113.00	250,000.00	4%
34750	PROGRAM FEES	-	2,500.00	20,000.00	88%
34990	CHARGES FOR SERVICES-OTHER	-	350.00	350.00	0%
03400	TOTAL GENERAL GOVERNMENT	30,000.00	275,463.00	300,350.00	8%
03900	OTHER CHARGES FOR SVCS				
31910	ELECTION QUALIFYING FEE	-	1,350.00	-	
34930	BAD CHECK FEES	-	250.00	250.00	0%
03900	TOTAL OTHER CHARGES FOR SVCS	-	1,600.00	250.00	-540%
034	TOTAL GENERAL GOVERNMENT	30,000.00	277,063.00	300,600.00	8%
035	FINES AND FORFEITURES				
03510	FINES AND FORFEITURES				
35100	MUNICIPAL COURT	-	31,500.00	31,500.00	0%
03510	TOTAL FINES AND FORFEITURES				
035	TOTAL FINES AND FORFEITURES	-	31,500.00	31,500.00	0%
036	INTEREST REVENUES				
03610	INTEREST REVENUES				
36100	INTEREST	500.00	900.00	50,000.00	98%
03610	TOTAL INTEREST REVENUES	500.00	900.00	50,000.00	98%
036	TOTAL INTEREST REVENUES	500.00	900.00	50,000.00	98%
037	CONTRIBUTIONS/DONATIONS				
03710	CONTRIBUTIONS/DONATIONS				
37100	GENERAL CITY	-	-		
03710	TOTAL CONTRIBUTIONS/DONATIONS	-	-		
037	TOTAL CONTRIBUTIONS/DONATIONS	-	-		
038	MISC REVENUE				
03800	MISC REVENUE				
38300	REIMBURSEMENT FOR DAMAGED PROP	-	-		
38900	OTHER MISCELLANEOUS REVENUE	-	-		
03800	TOTAL MISC REVENUE	-	-		
038	TOTAL MISC REVENUE	-	-		
039	OTHER FINANCING SOURCES				
03910	OTHER FINANCING SOURCES				

39120	TRANSFER FROM HOTEL	551,250.00	373,125.00	415,250.00	
03910	TOTAL OTHER FINANCING SOURCES	551,250.00	373,125.00	415,250.00	
039	TOTAL OTHER FINANCING SOURCES	551,250.00	373,125.00	415,250.00	10%
093	OTHER FINANCING USES				
09300	OTHER FINANCING USES				
58100	DEBT-PRINCIPAL	-	-	-	
58200	DEBT-INTEREST	-	-	-	
09300	TOTAL OTHER FINANCING USES	-	-	-	
093	TOTAL OTHER FINANCING USES				% Change (23/24)
REVENUES		13,746,000.00	15,019,187.00	16,609,106.00	10%
EXPENDITURES					
		2022 Budget	2023 Budget	2024 Proposed Budget	
010	ADMINISTRATIVE SERVICE				
05110	MAYOR & CITY COUNCIL				
51110	REGULAR SALARIES	95,000.00	175,000.00	170,000.00	-3%
51200	FICA/MEDICARE	7,268.00	13,388.00	13,005.00	-3%
51210	GROUP INSURANCE	79,378.00	31,672.00	13,022.00	-143%
51240	RETIREMENT	14,250.00	22,750.00	22,100.00	-3%
51260	UNEMPLOYMENT EXPENSE	2,565.00	4,725.00	4,590.00	-3%
51270	WORKERS COMP	1,026.00	1,890.00	1,836.00	-3%
52105	UNIFORMS	1,000.00	1,000.00	1,000.00	0%
52120	PROFESSIONAL SERVICES	25,000.00	25,000.00	25,000.00	0%
52134	FILM MARKETING	-	-	-	
52136	FILM PERMITTING	-	-	-	
52137	FILM PROGRAMS	-	-	-	
52330	ADVERTISING	-	-	10,000.00	100%
52352	TRAVEL-DISTRICT 1	3,000.00	3,000.00	3,000.00	0%
52353	TRAVEL-DISTRICT 2	3,000.00	3,000.00	3,000.00	0%
52354	TRAVEL-DISTRICT 3	3,000.00	3,000.00	3,000.00	0%
52355	TRAVEL-DISTRICT 4	3,000.00	3,000.00	3,000.00	0%
52356	TRAVEL-DISTRICT 5	3,000.00	3,000.00	3,000.00	0%
52359	MAYOR TRAVEL EXPENSES	4,000.00	4,000.00	15,000.00	73%
52362	LATE FEES	-	-	-	
52370	EDUCATION & TRAINING	-	-	-	
52374	EDUCATION & TRAINING-D 1	2,000.00	2,000.00	5,000.00	60%
52375	EDUCATION & TRAINING-D 2	2,000.00	2,000.00	5,000.00	60%
52376	EDUCATION & TRAINING-D 3	2,000.00	2,000.00	5,000.00	60%

52377	EDUCATION & TRAINING- D 4	2,000.00	2,000.00	5,000.00	60%
52378	EDUCATION & TRAINING-D 5	2,000.00	2,000.00	5,000.00	60%
52379	EDUCATION & TRAINING-MAYOR	2,000.00	2,000.00	8,000.00	75%
53100	OPERATING SUPPLIES	3,000.00	3,000.00	3,000.00	0%
53160	MAYOR EXPENSE	-	-	-	
53169	MAYOR VEHICLE ALLOWANCES	-	-	-	
53171	DISTRICT EXPENSES - D1	3,000.00	3,000.00	3,000.00	0%
53172	DISTRICT EXPENSES - D2	3,000.00	3,000.00	3,000.00	0%
53173	DISTRICT EXPENSES - D3	3,000.00	3,000.00	3,000.00	0%
53174	DISTRICT EXPENSES - D4	3,000.00	3,000.00	3,000.00	0%
53175	CITY EVENTS	-	-	-	
53176	DISTRICT EXPENSES D5	3,000.00	3,000.00	3,000.00	0%
53177	CITYWIDE MAYOR EXPENSE	5,000.00	5,000.00	5,000.00	0%
53178	COUNCIL INITIATIVES	25,000.00	25,000.00	50,000.00	50%
53180	MAYOR INITIATIVES	50,000.00	50,000.00	75,000.00	33%
53182	SPONSORSHIPS	-	10,000.00	15,000.00	33%
05110	TOTAL MAYOR & CITY COUNCIL	354,487.00	414,425.00	486,553.00	15%
05130	CITY MANAGER				
51110	REGULAR SALARIES	462,500.00	468,358.00	477,000.00	2%
51130	OVERTIME	10,000.00	5,000.00	5,000.00	0%
51200	FICA/MEDICARE	30,849.00	36,211.00	38,403.00	6%
51210	GROUP INSURANCE	87,157.00	66,597.00	66,927.00	0%
51240	RETIREMENT	57,863.00	61,537.00	75,000.00	18%
51260	UNEMPLOYMENT EXPENSE	10,888.00	12,781.00	12,781.00	0%
51270	WORKERS COMP	4,355.00	5,112.00	5,112.00	0%
51280	RELOCATION EXPENSE	10,000.00	10,000.00	-	
51290	OTHER EMP BENFITS	-	-	-	
51300	TECHNICAL SERVICES	-	-	-	
52120	PROFESSIONAL SERVICES	120,000.00	120,000.00	50,000.00	-140%
52121	CONTRACTUAL SVCS JACOBS	460,000.00	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	25,000.00	25,000.00	-	
52350	TRAVEL EXPENSE	16,000.00	16,000.00	10,000.00	-60%
52360	DUES & FEES	2,000.00	2,000.00	2,000.00	0%
52370	EDUCATION & TRAINING	8,000.00	8,000.00	5,000.00	-60%
53100	OPERATING SUPPLIES	1,000.00	1,000.00	1,000.00	0%
53130	FOOD	-	-	-	

53175	CITY EVENTS	-	-	-	
53179	INITIATIVES	-	-	35,000.00	100%
53181	HOSPITALITY SUPPLIES	5,000.00	5,000.00	3,500.00	-43%
05130	TOTAL CITY MANAGER	1,310,612.00	842,596.00	786,723.00	-7%
05131	CITY CLERK				
51110	REGULAR SALARIES	200,083.00	250,421.00	262,000.00	4%
51130	OVERTIME	10,000.00	15,000.00	10,000.00	-50%
51200	FICA/MEDICARE	15,306.00	19,157.00	20,808.00	8%
51210	GROUP INSURANCE	87,763.00	36,681.00	29,952.00	-22%
51240	RETIREMENT	30,012.00	32,555.00	35,360.00	8%
51260	UNEMPLOYMENT EXPENSE	5,402.00	6,761.00	7,344.00	8%
51270	WORKERS COMP	2,161.00	2,705.00	2,938.00	8%
51290	OTHER EMP BENFITS	-	-	-	
52112	ELECTION SERVICES	-	50,000.00	-	
52120	PROFESSIONAL SERVICES	-	-	500.00	100%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	46,000.00	46,000.00	46,000.00	0%
52330	ADVERTISING	25,000.00	25,000.00	25,000.00	0%
52350	TRAVEL EXPENSE	4,000.00	4,000.00	4,500.00	11%
52360	DUES & FEES	1,000.00	1,000.00	1,000.00	0%
52370	EDUCATION & TRAINING	4,000.00	4,000.00	4,200.00	5%
53100	OPERATING SUPPLIES	1,500.00	1,500.00	1,250.00	-20%
53101	POSTAGE	-	-	-	
53130	FOOD	-	2,500.00	-	
53181	HOSPITALITY SUPPLIES	-	-	3,500.00	100%
54240	COMPUTER/SOFTWARE	4,500.00	-	-	
05131	TOTAL CITY CLERK	436,727.00	497,280.00	454,352.00	-9%
05135	ENGINEERING				
33430	STATE GRANT CAPITAL-LMIG DIREC	-	-		
51110	REGULAR SALARIES	-	-	260,000.00	
51200	FICA/MEDICARE	-	-	26,622.00	
51210	GROUP INSURANCE	-	-	41,000.00	
51240	RETIREMENT	-	-	33,800.00	
51260	UNEMPLOYMENT EXPENSE	-	-	9,396.00	
51270	WORKERS COMP	-	-	3,758.00	
51280	RELOCATION EXPENSE	-	-	-	

51290	OTHER EMP BENFITS	-	-	-	
51300	TECHNICAL SERVICES	-	-	-	
52120	PROFESSIONAL SERVICES	800,000.00	600,000.00	600,000.00	0%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	-	-	-	
52200	REPAIRS & MAINTENANCE	-	-	-	
52330	ADVERTISING	-	-	-	
52350	TRAVEL EXPENSE	-	-	5,000.00	
52360	DUES & FEES	-	-	5,000.00	
52370	EDUCATION & TRAINING	-	-	5,000.00	
53100	OPERATING SUPPLIES	-	-	1,000.00	
53101	POSTAGE	-	-	-	
54140	TRANS INFRASTRUCTURE IMPROVEME	-	-	-	
05135	TOTAL ENGINEERING	800,000.00	600,000.00	990,576.00	39%
05136	PUBLIC SAFETY				
51110	REGULAR SALARIES	-	-	175,000.00	
51200	FICA/MEDICARE	-	-	13,388.00	
51210	GROUP INSURANCE	-	-	-	
51240	RETIREMENT	-	-	22,750.00	
51260	UNEMPLOYMENT EXPENSE	-	-	4,725.00	
51270	WORKERS COMP	-	-	1,890.00	
51280	RELOCATION EXPENSE	-	-	-	
51290	OTHER EMP BENFITS	-	-	-	
52120	PROFESSIONAL SERVICES	25,000.00	-	10,000.00	
52350	TRAVEL EXPENSE	-	-	3,500.00	
52360	DUES & FEES	-	-	2,500.00	
52370	EDUCATION & TRAINING	-	-	3,500.00	
53100	OPERATING SUPPLIES	-	-	-	
05136	TOTAL PUBLIC SAFETY	25,000.00	-	237,253.00	
05151	FINANCE ADMINISTRATION				
51110	REGULAR SALARIES	527,915.00	818,610.00	1,227,000.00	33%
51130	OVERTIME	15,000.00	20,000.00	10,000.00	-100%
51200	FICA/MEDICARE	40,386.00	64,154.00	82,773.00	22%
51210	GROUP INSURANCE	99,222.00	131,508.00	226,956.00	42%
51240	RETIREMENT	79,187.00	109,019.00	140,660.00	22%
51260	UNEMPLOYMENT EXPENSE	14,254.00	22,643.00	35,424.00	36%

51270	WORKERS COMP	5,701.00	9,057.00	9,057.00	0%
51290	OTHER EMP BENFITS	-	-	-	
52110	AUDIT SERVICES	60,000.00	60,000.00	35,000.00	-71%
52120	PROFESSIONAL SERVICES	220,000.00	150,000.00	52,500.00	-186%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	20,000.00	20,000.00	100,000.00	80%
52350	TRAVEL EXPENSE	10,000.00	10,000.00	15,000.00	33%
52360	DUES & FEES	4,000.00	4,000.00	7,000.00	43%
52370	EDUCATION & TRAINING	5,000.00	7,500.00	14,000.00	46%
53100	OPERATING SUPPLIES	1,500.00	1,500.00	2,100.00	29%
54240	COMPUTER/SOFTWARE	120,000.00	-	-	
05151	TOTAL FINANCE ADMINISTRATION	1,222,165.00	1,427,991.00	1,957,470.00	27%
05152	HUMAN RESOURCES				
51110	REGULAR SALARIES	190,000.00	202,000.00	271,000.00	25%
51200	FICA/MEDICARE	14,535.00	15,453.00	15,338.00	-1%
51210	GROUP INSURANCE	39,766.00	21,275.00	22,106.00	4%
51240	RETIREMENT	28,500.00	26,260.00	26,065.00	-1%
51260	UNEMPLOYMENT EXPENSE	5,130.00	5,454.00	5,414.00	-1%
51270	WORKERS COMP	2,052.00	2,182.00	2,165.00	-1%
51290	OTHER EMP BENFITS	-	-	-	
52120	PROFESSIONAL SERVICES	10,000.00	120,000.00	52,500.00	-129%
52135	SOFTWARE/SERVICE CONTRACTS	-	45,000.00	31,500.00	-43%
52330	ADVERTISING	500.00	500.00	1,500.00	67%
52350	TRAVEL EXPENSE	5,000.00	5,000.00	5,000.00	0%
52360	DUES & FEES	2,000.00	2,000.00	3,500.00	43%
52370	EDUCATION & TRAINING	3,000.00	3,000.00	1,500.00	-100%
53100	OPERATING SUPPLIES	6,000.00	6,000.00	4,200.00	-43%
53183	STAFF DEVELOPMENT	-	25,000.00	25,000.00	0%
53184	STAFF APPRECIATION	-	15,000.00	15,000.00	0%
05152	TOTAL HUMAN RESOURCES	306,483.00	494,124.00	481,788.00	-3%
05153	LEGAL SERVICES DEPARTMENT				
52120	PROFESSIONAL SERVICES	-	-		
52122	ATTORNEY FEES	450,000.00	450,000.00	500,000.00	10%
52130	ATTORNEY FEES/OTHER	100,000.00	100,000.00	100,000.00	0%
05153	TOTAL LEGAL SERVICES DEPARTMENT	550,000.00	550,000.00	600,000.00	8%
05154	INTERNAL AUDIT DEPARTMENT				

51110	REGULAR SALARIES	-	-		
51200	FICA/MEDICARE	-	-		
51210	GROUP INSURANCE	-	-		
51240	RETIREMENT	-	-		
51260	UNEMPLOYMENT EXPENSE	-	-		
51270	WORKERS COMP	-	-		
51290	OTHER EMP BENFITS	-	-		
52120	PROFESSIONAL SERVICES	80,000.00	80,000.00	75,000.00	-7%
52350	TRAVEL EXPENSE	-	-		
52360	DUES & FEES	-	-		
52370	EDUCATION & TRAINING	-	-		
53100	OPERATING SUPPLIES	-	-		
05154	TOTAL INTERNAL AUDIT DEPARTMENT	80,000.00	80,000.00	75,000.00	-7%
05155	ECONOMIC DEVELOPMENT				
51110	REGULAR SALARIES	155,000.00	177,069.00	265,000.00	33%
51130	OVERTIME	5,000.00	-	5,000.00	100%
51200	FICA/MEDICARE	11,858.00	13,546.00	20,655.00	34%
51210	GROUP INSURANCE	58,256.00	41,877.00	45,000.00	7%
51240	RETIREMENT	23,250.00	23,019.00	34,450.00	33%
51260	UNEMPLOYMENT EXPENSE	4,185.00	4,781.00	7,290.00	34%
51270	WORKERS COMP	1,674.00	1,912.00	2,916.00	34%
51290	OTHER EMP BENFITS	-	-	-	
52120	PROFESSIONAL SERVICES	100,000.00	100,000.00	75,000.00	-33%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52131	CONTRACTUAL SERVICES	-	-	-	
52132	MARKETING	20,000.00	20,000.00	15,000.00	-33%
52133	TRAINING TRAVEL	-	-	-	
52134	FILM MARKETING	30,000.00	30,000.00	30,000.00	0%
52135	SOFTWARE/SERVICE CONTRACTS	-	-	15,000.00	100%
52136	FILM PERMITTING	5,000.00	5,000.00	5,000.00	0%
52137	FILM PROGRAMS	20,000.00	20,000.00	20,000.00	0%
52350	TRAVEL EXPENSE	10,000.00	10,000.00	12,000.00	17%
52360	DUES & FEES	4,000.00	4,000.00	3,000.00	-33%
52370	EDUCATION & TRAINING	5,000.00	5,000.00	3,500.00	-43%
52371	DEVELOPMENT AUTHORITY	-	-	-	
52372	LEGAL SVCS (DEVELOPMENT AUTH)	-	-	-	

52373	ECONOMIC DEVELOPMENT PLAN	100,000.00	-	-	
53100	OPERATING SUPPLIES	1,500.00	1,500.00	1,000.00	-50%
54230	FURNITURE AND FIXTURES	-	-	-	
05155	TOTAL ECONOMIC DEVELOPMENT	554,723.00	457,704.00	559,811.00	18%
05156	FACILITIES & BLDG/ CITY HALL				
51300	TECHNICAL SERVICES	-	-		
52120	PROFESSIONAL SERVICES	75,000.00	50,000.00	25,000.00	-100%
52180	SECURITY	-	300,000.00	200,000.00	-50%
52200	REPAIRS & MAINTENANCE	75,000.00	75,000.00	50,000.00	-50%
52210	RECYCLE/SHREDDING	1,000.00	-	1,000.00	100%
52301	REAL ESTATE RENTS/LEASES	421,000.00	-	-	
52302	EQUIPMENT RENTAL	15,000.00	15,000.00	10,500.00	-43%
53102	PEST CONTROL	5,000.00	5,000.00	5,000.00	0%
53105	INTERNET/PHONES	-	-	-	
53120	STORMWATER UTILITY CHARGES	6,500.00	20,000.00	7,000.00	-186%
53121	WATER/SEWER	1,000.00	1,000.00	700.00	-43%
53122	NATURAL GAS	10,000.00	-	-	
53123	ELECTRICITY	50,000.00	50,000.00	-	
53161	SMALL EQUIPMENT	-	-	-	
54130	BUILDINGS & IMPROVEMENTS	25,000.00	25,000.00	17,500.00	-43%
54230	FURNITURE AND FIXTURES	25,000.00	125,000.00	50,000.00	-150%
54250	OTHER EQUIPMENT	75,000.00	75,000.00	15,000.00	-400%
05156	TOTAL FACILITIES & BLDG/ CITY HALL	784,500.00	741,000.00	381,700.00	-94%
05157	COMMUNICATIONS				
51110	REGULAR SALARIES	309,852.00	327,352.00	395,000.00	17%
51130	OVERTIME	20,000.00	5,000.00	5,000.00	0%
51200	FICA/MEDICARE	5,858.00	25,425.00	30,250.00	16%
51210	GROUP INSURANCE	121,739.00	61,858.00	97,000.00	36%
51240	RETIREMENT	42,165.00	43,206.00	52,000.00	17%
51260	UNEMPLOYMENT EXPENSE	7,590.00	8,974.00	11,194.00	20%
51270	WORKERS COMP	3,036.00	3,589.00	4,478.00	20%
51290	OTHER EMP BENFITS	-	-	-	
52120	PROFESSIONAL SERVICES	15,000.00	15,000.00	7,500.00	-100%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52132	MARKETING	-	-	50,000.00	
52135	SOFTWARE/SERVICE CONTRACTS	32,000.00	32,000.00	17,500.00	-83%

52330	ADVERTISING	-	-	-	
52340	PRINTING	500.00	10,000.00	7,000.00	-43%
52350	TRAVEL EXPENSE	2,000.00	7,500.00	6,250.00	-20%
52360	DUES & FEES	1,500.00	10,000.00	4,000.00	-150%
52370	EDUCATION & TRAINING	2,000.00	7,500.00	5,250.00	-43%
53100	OPERATING SUPPLIES	1,500.00	1,500.00	1,050.00	-43%
53130	FOOD	-	-	-	
53161	SMALL EQUIPMENT	-	-	-	
54250	OTHER EQUIPMENT	10,000.00	10,000.00	15,000.00	33%
05157	TOTAL COMMUNICATIONS	574,740.00	568,904.00	708,472.00	20%
05158	IT/GIS				
51110	REGULAR SALARIES	-	-	150,000.00	
51130	OVERTIME	-	-	-	
51200	FICA/MEDICARE	-	-	12,240.00	
51210	GROUP INSURANCE	-	-	30,000.00	
51240	RETIREMENT	-	-	19,500.00	
51260	UNEMPLOYMENT EXPENSE	-	-	6,500.00	
51270	WORKERS COMP	-	-	3,596.00	
52120	PROFESSIONAL SERVICES	475,000.00	390,000.00	250,000.00	-56%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	31,000.00	31,000.00	129,150.00	76%
52350	TRAVEL EXPENSE	-	-	2,500.00	
52360	DUES & FEES	-	-	1,500.00	
52370	EDUCATION & TRAINING	-	-	2,500.00	
53100	OPERATING SUPPLIES	5,000.00	5,000.00	3,000.00	-67%
53161	SMALL EQUIPMENT	-	-	-	
54240	COMPUTER/SOFTWARE	10,000.00	110,000.00	80,000.00	-38%
54250	OTHER EQUIPMENT	22,000.00	133,000.00	105,000.00	-27%
05158	TOTAL IT/GIS	543,000.00	669,000.00	795,486.00	16%
05159	GENERAL OPERATIONS				
52105	UNIFORMS	7,500.00	6,000.00	5,000.00	-20%
52120	PROFESSIONAL SERVICES	35,000.00	40,000.00	-	
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52128	COMMISSIONS	-	-	-	
52132	MARKETING	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	-	-	-	

52200	REPAIRS & MAINTENANCE	-	-	-	
52210	RECYCLE/SHREDDING	-	1,000.00	-	
52232	EQUIPMENT LEASE	25,000.00	25,000.00	50,000.00	50%
52310	GENERAL LIABILITY INSURANCE	75,000.00	110,000.00	200,000.00	45%
52330	ADVERTISING	-	-	-	
52340	PRINTING	2,000.00	2,000.00	2,500.00	20%
52360	DUES & FEES	70,000.00	70,000.00	85,000.00	18%
52361	BANK FEES	50,000.00	25,000.00	25,000.00	0%
53100	OPERATING SUPPLIES	20,000.00	30,000.00	30,000.00	0%
53101	POSTAGE	3,000.00	4,000.00	1,500.00	-167%
53103	OFFICE SUPPLIES	1,000.00	-	-	
53104	SERVICE FEES	250.00	250.00	250.00	0%
53105	INTERNET/PHONES	100,000.00	100,000.00	75,000.00	-33%
53115	VEHICLE FUEL	36,000.00	30,000.00	30,000.00	0%
53175	CITY EVENTS	-	-	-	
54230	FURNITURE AND FIXTURES	-	-	-	
54231	SIGNS	-	-	-	
54240	COMPUTER/SOFTWARE	-	-	-	
54250	OTHER EQUIPMENT	10,000.00	223,125.00	100,000.00	-123%
57101	TAX BILL PROCESSING	30,000.00	26,000.00	26,000.00	0%
58130	PRINCIPAL NOTE PAYMENTS	-	-	-	
58210	CAPITAL LEASE-PRINCIPAL	20,000.00	20,000.00	20,000.00	0%
58220	CAPITAL LEASE-INTEREST	5,000.00	5,000.00	5,000.00	0%
58230	INTEREST NOTE PAYMENTS	-	-	-	
58400	CLOSING COSTS	-	-	-	
05159	TOTAL GENERAL OPERATIONS	489,750.00	717,375.00	655,250.00	-9%
05900	DESIGNATED RESERVE				
57902	RESERVE CONTINGENCY	280,988.00	295,000.00	320,000.00	8%
05900	TOTAL DESIGNATED RESERVE	-			
010	TOTAL ADMINISTRATIVE SERVICE	8,313,175.00	8,355,399.00	9,490,434.00	12%
050	MUNICIPAL COURT				
05160	MUNICIPAL COURT				
51110	REGULAR SALARIES	190,640.00	102,054.00	131,000.00	22%
51130	OVERTIME	10,000.00	5,000.00	5,000.00	0%
51200	FICA/MEDICARE	14,584.00	8,190.00	10,404.00	21%
51210	GROUP INSURANCE	31,914.00	44,540.00	46,458.00	4%

51240	RETIREMENT	26,957.00	13,917.00	17,680.00	21%
51260	UNEMPLOYMENT EXPENSE	5,147.00	2,890.00	3,672.00	21%
51270	WORKERS COMP	2,059.00	1,156.00	1,469.00	21%
51290	OTHER EMP BENFITS	-	-	-	
52120	PROFESSIONAL SERVICES	25,000.00	25,000.00	40,000.00	38%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	2,000.00	2,000.00	2,000.00	0%
52140	SOLICITOR	30,000.00	30,000.00	60,000.00	50%
52150	PUBLIC DEFENDER	2,500.00	2,500.00	2,500.00	0%
52160	PROBATION SERVICES	2,500.00	2,500.00	2,500.00	0%
52180	SECURITY	12,000.00	-	10,000.00	
52350	TRAVEL EXPENSE	-	-	15,000.00	
52351	ADMINISTRATION EXPENSES	-	-	-	
52360	DUES & FEES	500.00	1,500.00	5,000.00	70%
52370	EDUCATION & TRAINING	7,000.00	7,000.00	15,000.00	53%
53100	OPERATING SUPPLIES	-	2,000.00	3,000.00	
54240	COMPUTER/SOFTWARE	2,000.00	-	-	
57200	PAYMENTS TO OTHER AGENCIES	-	-	-	
05160	TOTAL MUNICIPAL COURT	364,801.00	250,247.00	370,683.00	
050	TOTAL MUNICIPAL COURT	364,801.00	250,247.00	370,683.00	32%
060	LEISURE SERVICES/PARKS				
06210	LEISURE SVCS/PARKS ADMINISTRAT				
51110	REGULAR SALARIES	418,421.00	1,154,697.00	1,681,500.00	31%
51130	OVERTIME	25,000.00	145,000.00	100,000.00	-45%
51200	FICA/MEDICARE	32,000.00	99,427.00	139,345.00	29%
51210	GROUP INSURANCE	116,214.00	566,624.00	380,000.00	-49%
51240	RETIREMENT	62,763.00	141,791.00	185,000.00	23%
51260	UNEMPLOYMENT EXPENSE	11,297.00	35,092.00	49,181.00	29%
51270	WORKERS COMP	4,519.00	14,037.00	19,672.00	29%
51290	OTHER EMP BENFITS	-	-	-	
51300	TECHNICAL SERVICES	40,000.00	-	-	
52105	UNIFORMS	4,000.00	13,500.00	12,000.00	-13%
52120	PROFESSIONAL SERVICES	965,000.00	300,000.00	270,000.00	-11%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	35,000.00	20,000.00	35,000.00	43%
52180	SECURITY	42,000.00	-	100,000.00	100%

52200	REPAIRS & MAINTENANCE	300,000.00	250,000.00	175,000.00	-43%
52232	EQUIPMENT LEASE	20,000.00	20,000.00	14,000.00	-43%
52320	INTERNET/PHONES	5,000.00	5,000.00	5,000.00	0%
52330	ADVERTISING	10,000.00	10,000.00	10,500.00	5%
52350	TRAVEL EXPENSE	-	-	7,000.00	100%
52360	DUES & FEES	3,000.00	3,000.00	3,500.00	14%
52370	EDUCATION & TRAINING	9,000.00	9,000.00	14,000.00	36%
52385	CONTRACT LABOR	-	-	-	
53100	OPERATING SUPPLIES	50,000.00	100,000.00	70,000.00	-43%
53102	PEST CONTROL	10,000.00	10,000.00	10,500.00	5%
53120	STORMWATER UTILITY CHARGES	14,000.00	14,000.00	24,500.00	43%
53124	UTILITIES	150,000.00	125,000.00	52,500.00	-138%
53125	PARKS ACQUISITION	-	-	-	
53126	SUMMER PROGRAMS	-	-	150,000.00	
53161	SMALL EQUIPMENT	-	36,850.00	10,500.00	-251%
53175	CITY EVENTS	250,000.00	250,000.00	375,000.00	33%
54110	SITES	-	-	-	
54130	BUILDINGS & IMPROVEMENTS	100,000.00	100,000.00	75,000.00	-33%
54210	MACHINERY	-	120,000.00	50,000.00	-140%
54220	VEHICLES	-	137,000.00	-	
54240	COMPUTER/SOFTWARE	30,000.00	30,000.00	14,000.00	-114%
54250	OTHER EQUIPMENT	-	6,000.00	52,500.00	89%
06210	TOTAL LEISURE SVCS/PARKS ADMINISTRAT	2,707,214.00	3,716,018.00	4,085,198.00	9%
060	TOTAL LEISURE SERVICES/PARKS	2,707,214.00	3,716,018.00	4,085,198.00	9%
070	PLANNING & ZONING/COMM DEV				
07210	PLANNING & ZONING				
51110	REGULAR SALARIES	290,000.00	460,645.00	775,000.00	41%
51130	OVERTIME	5,000.00	10,000.00	10,000.00	0%
51200	FICA/MEDICARE	22,185.00	36,004.00	60,053.00	40%
51210	GROUP INSURANCE	116,512.00	108,551.00	128,100.00	15%
51240	RETIREMENT	43,500.00	61,184.00	96,590.00	37%
51260	UNEMPLOYMENT EXPENSE	7,830.00	12,707.00	21,195.00	40%
51270	WORKERS COMP	3,132.00	5,083.00	8,748.00	42%
51290	OTHER EMP BENFITS	-	-	-	
52105	UNIFORMS	-	500.00	1,000.00	50%
52120	PROFESSIONAL SERVICES	125,000.00	125,000.00	100,000.00	-25%

52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	6,000.00	6,000.00	36,000.00	83%
52180	SECURITY	3,000.00	-	-	
52320	INTERNET/PHONES	-	-	-	
52330	ADVERTISING	10,000.00	10,000.00	10,000.00	0%
52340	PRINTING	2,000.00	2,500.00	2,000.00	-25%
52350	TRAVEL EXPENSE	5,000.00	5,000.00	7,500.00	33%
52360	DUES & FEES	2,000.00	2,000.00	2,800.00	29%
52370	EDUCATION & TRAINING	7,000.00	7,000.00	7,000.00	0%
53100	OPERATING SUPPLIES	2,000.00	2,000.00	2,000.00	0%
53161	SMALL EQUIPMENT	-	-	-	
54240	COMPUTER/SOFTWARE	5,000.00	-	-	
54250	OTHER EQUIPMENT	3,500.00	3,500.00	2,450.00	-43%
07210	TOTAL PLANNING & ZONING	658,659.00	857,674.00	1,270,436.00	32%
070	TOTAL PLANNING & ZONING/COMM DEV	658,659.00	857,674.00	1,270,436.00	32%
080	CODE ENFORCEMENT				
08210	CODE ENFORCEMENT				
51110	REGULAR SALARIES	363,304.00	499,619.00	500,000.00	0%
51130	OVERTIME	25,000.00	35,000.00	35,000.00	0%
51200	FICA/MEDICARE	27,793.00	40,898.00	40,928.00	0%
51210	GROUP INSURANCE	164,507.00	78,704.00	91,000.00	14%
51240	RETIREMENT	54,496.00	69,500.00	65,000.00	-7%
51260	UNEMPLOYMENT EXPENSE	9,809.00	14,435.00	14,445.00	0%
51270	WORKERS COMP	3,924.00	5,774.00	5,778.00	0%
51290	OTHER EMP BENFITS	-	-	-	
52105	UNIFORMS	6,000.00	6,000.00	3,500.00	-71%
52120	PROFESSIONAL SERVICES	-	-	-	
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	30,000.00	30,000.00	30,000.00	0%
52180	SECURITY	-	-	-	
52240	COMPUTER SOFTWARE	-	-	-	
52330	ADVERTISING	2,000.00	2,000.00	1,400.00	-43%
52340	PRINTING	3,000.00	3,000.00	2,100.00	-43%
52350	TRAVEL EXPENSE	-	-	10,000.00	100%
52360	DUES & FEES	4,000.00	6,000.00	4,200.00	-43%
52370	EDUCATION & TRAINING	20,000.00	20,000.00	12,000.00	-67%

53100	OPERATING SUPPLIES	3,000.00	3,000.00	1,000.00	-200%
53101	POSTAGE	1,000.00	1,000.00	700.00	-43%
53161	SMALL EQUIPMENT	-	-	-	
54240	COMPUTER/SOFTWARE	20,000.00	-	-	
54250	OTHER EQUIPMENT	12,200.00	12,200.00	7,000.00	-74%
08210	TOTAL CODE ENFORCEMENT	750,033.00	827,130.00	825,051.00	0%
080	TOTAL CODE ENFORCEMENT	750,033.00	827,130.00	825,051.00	0%
090	BUILDING				
09210	BUILDING				
51110	REGULAR SALARIES	595,882.00	469,656.00	334,500.00	-40%
51130	OVERTIME	35,000.00	20,000.00	10,000.00	-100%
51200	FICA/MEDICARE	45,585.00	37,459.00	25,600.00	-46%
51210	GROUP INSURANCE	120,744.00	102,940.00	72,300.00	-42%
51240	RETIREMENT	89,382.00	63,655.00	43,500.00	-46%
51260	UNEMPLOYMENT EXPENSE	16,089.00	13,221.00	10,503.00	-26%
51270	WORKERS COMP	6,436.00	5,288.00	4,201.00	-26%
51290	OTHER EMP BENFITS	-	-	-	
52105	UNIFORMS	3,500.00	3,500.00	2,500.00	-40%
52120	PROFESSIONAL SERVICES	10,000.00	270,000.00	40,000.00	-575%
52121	CONTRACTUAL SVCS JACOBS	-	-	-	
52135	SOFTWARE/SERVICE CONTRACTS	5,000.00	5,000.00	8,000.00	38%
52330	ADVERTISING	-	-	-	
52340	PRINTING	2,000.00	2,000.00	200.00	-900%
52350	TRAVEL EXPENSE	-	2,500.00	3,500.00	29%
52360	DUES & FEES	1,000.00	1,000.00	1,000.00	0%
52370	EDUCATION & TRAINING	10,000.00	10,000.00	7,500.00	-33%
53100	OPERATING SUPPLIES	1,500.00	1,500.00	1,500.00	0%
53101	POSTAGE	-	-	-	
54240	COMPUTER/SOFTWARE	5,000.00	-	-	
54250	OTHER EQUIPMENT	5,000.00	5,000.00	2,500.00	-100%
09210	TOTAL BUILDING	952,118.00	1,012,719.00	567,304.00	-79%
090	TOTAL BUILDING	952,118.00	1,012,719.00	567,304.00	-79%
093	OTHER FINANCING USES				
09300	OTHER FINANCING USES				
57200	PAYMENTS TO OTHER AGENCIES	-	-		
61103	TRANSFER TO SPLOST	-	-		

61104	TRANSFER TO MUNICIPAL COURT	-	-		
61105	TRANSFER TO HOUSING AUTHORITY	-	-		
61106	TRANSFER TO URA	-	-		
09300	TOTAL OTHER FINANCING USES	-	-	-	
093	TOTAL OTHER FINANCING USES	-	-	-	% Change (23/24)
EXPENDITURES		13,746,000.00	15,019,187.00	16,609,106.00	10%
TOTAL FUND SURPLUS (DEFICIT)				0.00	
GENERAL FUND					
HOTEL/MOTEL					
REVENUES		2022 Budget	2023 Budget	2024 Proposed Budget	% Change (23/24)
031	TAXES				
03140	SELECTIVE SALES AND USE TAX			-	
31410	HOTEL/MOTEL EXCISE TAX	980,000.00	995,000.00	1,100,000.00	
39100	PEN & INT ON DELINQ TAX	-	-	-	
03140	TOTAL SELECTIVE SALES AND USE TAX	980,000.00	995,000.00	1,100,000.00	
031	TOTAL TAXES	980,000.00	995,000.00	1,100,000.00	
REVENUES		980,000.00	995,000.00	1,100,000.00	10%
EXPENDITURES					
075	HOUSING				
07500	ECONOMIC DEVELOPMENT				
57200	PAYMENTS TO OTHER AGENCIES	428,750.00	435,313.00	481,250.00	
61100	TRANSFER TO GENERAL FUND	551,250.00	373,125.00	415,250.00	
61101	TRANSFER TO GENERAL FUND PARKS	-	-		
61103	TRANSFER TO SPLOST	-	186,562.00	203,500.00	
75400	DISCOVER DEKALB	-	-		
07500	TOTAL ECONOMIC DEVELOPMENT	980,000.00	995,000.00	1,100,000.00	
075	TOTAL HOUSING	980,000.00	995,000.00	1,100,000.00	
EXPENDITURES		980,000.00	995,000.00	1,100,000.00	10%
TOTAL FUND SURPLUS (DEFICIT)		-	-	-	
HOTEL/MOTEL					

City of Stonecrest Capital Project List Various Funding Sources											
Name	Actual					Anticipated/Budgeted				2024 Proposed	Total
	2018 (AUDITED)	2019 (AUDITED)	2020 (AUDITED)	2021 (UNAUDITED)	2022 (UNAUDITED)	2022	2023 Requested	2023 Proposed	2024		
Revenues (Actual/Anticipated)											
SPLOST	\$5,547,695	\$7,639,992	\$7,423,276	\$8,838,893	\$6,329,916	\$8,000,000	\$8,500,000	\$8,500,000	\$8,500,000	\$9,500,000	\$54,449,856
Interest Payment	7,034	14,351	2,887	3,521	4,447	2,500	3,500	3,500	2,000	250,000	35,792
LMIG				497,475	-	548,000	559,844	559,844	550,000	626,960	2,715,163
Contributions/Donations					190,663						190,663
HMET TPD Restricted Funds						130,000	336,563	336,563	330,000	203,500	1,133,125
Total Revenue	\$5,554,729	\$7,654,343	\$7,426,163	\$9,339,889	\$6,525,026	\$8,680,500	\$9,399,907	\$9,399,907	\$9,382,000	\$10,580,460	\$58,524,600

Expenditure (Actual/Projected)	SPLOST Referendum	Master Plan Number	2018	2019	2020	2021	2022	2022	2023 Requested	2023 Proposed	2024	2024 Proposed	Total
Transportation													
Resurfacing/Street Paving	ISPLRF1			\$3,444,862	\$3,944,420	\$5,579,394	\$883,838	\$12,000,000	\$7,500,000	\$1,400,000	\$5,500,000	\$6,000,000	\$26,852,514
Bus Pads, Benches, Shelters	ISPLRF5					75,605							75,605
Transportation Master Plan	ISPLRF2				183,283								183,283
Construction Engineering and Inspection Services	ISPLRF7				104,625	59,750							164,375
Industrial way (Home Depot)	ISPLRF3					2,000,025							2,000,025
Panola Road Study (50% Match Funds)	ISPLRF2	PS-4						145,000					-
Freight Traffic Study (20% Match Funds)	ISPLRF2	PS-3						62,500					-
Freight Traffic Study Projects	ISPLRF2										250,000	250,000	250,000
Bicycle and Pedestrian (Multi-Modal) Improvements	ISPLRF5							200,000	3,040,000	2,000,000			3,040,000
Quick Response Projects (Short-Term Projects)		O-6							200,000	200,000	200,000	200,000	400,000
SPLOST Management	ISPLRF7				31,755	14,460	32,145	250,000	250,000	250,000	250,000	250,000	578,360
Traffic Signal Maintenance (Short-Term Projects)		I-18							375,000	375,000	100,000	100,000	475,000
Missing Sidewalk Design (Short-Term Projects)		BP						150,000					-
Missing Sidewalk Construction (Short-Term Projects)		BP						100,000	676,800	676,800			676,800
Covington Highway Sidewalks (Mid-term Projects)		BP							800,000	800,000	200,000	200,000	1,000,000
Browns Mill Road Path		BP-9							175,100	175,100			175,100
Other Transportation Projects from Transportation Plan		PS-2							1,275,000				1,275,000
Government Building Improvements													
Future City Hall	ISPLRF6	FB2021-01		28,562	24,520								53,082
Town Center Study	ISPLRF6							150,000					-
Future Public Safety Complex	ISPLRF6												-
Park Improvements													
Park Improvement	ISPLRF4			708,787	93,241			1,050,500					802,028
Riverbank Restoration Design/Construction	ISPLRF4	P2021-01				14,020	42,065	42,065	1,080,000	1,080,000			1,136,085
New Botanical Garden at Fairington Parkway Master Plan	ISPLRF4							150,000					-
New Miller Grove Park Master Plan								50,000					-
Salem Park Roof Replacement							8,650	8,650					8,650
Salem Park Play Equipment	2.5.a						284,000	284,000					284,000
Salem Park Parking Lot Design/Construction								100,000	500,000	400,000			500,000
Everette Park - Supplement Grant Funding									125,000	125,000			125,000
Fairington Park Master Plan	2.7.d								80,000	80,000			80,000
Southeast Athletic Complex Baseball Field Upgrades Design									-	-			-
Southeast Athletic Comp Baseball Field Upgrades Const.									100,000	100,000			100,000
Salem Park Gazebo									50,000	50,000			50,000
Southeast Athletic Complex Master Plan													-
Browns Mill Baseball Field Upgrades									200,000	200,000			200,000
Sports Field Upgrades											677,000	800,460	677,000
New Botanical Garden at Fairington Parkway Construction									300,000	300,000	700,000	700,000	1,000,000
New Miller Grove Park Construction									200,000	200,000	400,000	400,000	600,000
Playground Upgrades											300,000	300,000	300,000

Fairington Park Renovation & Upgrade	2.1.g							400,000	200,000			400,000
Park studies and design												-
Parking Lot Paving								200,000	200,000	100,000	100,000	300,000
Fencing Improvement								100,000	100,000			100,000
Salem Park - Outdoor Exercise equipment	2.5.d							80,000	80,000			80,000
Park Furniture								80,000	80,000	80,000	80,000	160,000
Basketball court upgrades								60,000	60,000			60,000
Salem Park Walking Path Upgrades	2.5.d							44,000	33,007			44,000
4 Granite stone walls at Salem Park								30,000	30,000			30,000
Building Upgrades										100,000	100,000	100,000
Light Upgrades										300,000	300,000	300,000
Other Parks Projects from Parks Master Plan								500,000				500,000
TPD Projects												
Park & Gateway Monuments									100,000	100,000	100,000	350,000
Park&Gateway Monument, bridge&streetscape, wayfinding signs Design							75,000					
Festive lights & banners							25,000					
Bridgescape & Streetscape								75,000	75,000	75,000	350,000	
Wayfinding & Other Signage								30,000	30,000	50,000	100,000	
Total Expenditure		\$0	\$4,182,212	\$4,381,843	\$7,743,253	\$1,250,698	\$14,842,715	\$18,625,900	\$9,399,907	\$9,382,000	\$10,580,460	\$45,135,907
Balance Forward		\$5,554,729	\$9,026,860	\$12,071,180	\$13,667,815	\$18,942,143	\$0	\$9,716,149		\$0	\$0	\$13,388,693

The Community Work Program list some projects that the City of Stonecrest were to undertake in the implementation of the City's first Comprehensive Plan. The Community Work Program projects are meant to address the Needs and Opportunities raised by community stakeholders throughout the Comprehensive Plan process. These projects are the implementation strategies for the Community's Goals and Policies or, in more simple terms, this is the City of Stonecrest's "To Do List". The list is divided by subject area. It is important to note that the Comprehensive Plan will be undergoing revisions in 2024.

ID	Description of Activity	Timeframe (x)						Department	Potential Funding Source
		2019	2020	2021	2022	2023	2024		
Quality of Life									
Q-1	Promote opportunities for community involvement on boards and commissions by creating an application process	X				x		Community Development, Community Affairs	General Fund
Q-2	Enhance the City's communication with the public by holding public forums to learn about government services	X	X	X	X	X	x	City Manager, Department Heads	General Fund
Q-3	Establish an annual City Magazine	X	X	X	X	X	x	Communications	General Fund
Q-5	Create an information dashboard	X					x	Geographic Information System	General Fund
Q-6	Host community health fair and Farmers Market	X					x	Community Engagement	General Fund
Economic Development									
ED-1	Create an Economic Development Plan and Market Strategy to execute The City of Innovation and Excellence.	X				x		Economic Development	General Fund
ED-3	Implement a marketing plan		X				x	Economic Development	General Fund
ED-5	Develop a business retention and expansion program along major corridors, and commercial and industrial areas	X				x	x	Economic Development	General Fund/ Grant Funding
ED-6	Develop a relationship with Stonecrest's business community	X	X	X	X	X	x	Economic Development	General Fund
ED-7	Maintain a database of the City's available real estate portfolio	X	X	X	X	X		Economic Development	General Fund
ED-8	Partner with local business leaders and economic development partners to identify funding for economic development initiatives	X	X	X	X	X		Economic Development	General Fund
ED-10	Promote the growth of small businesses by providing information to help businesses have access to capital, identify public and private resources, opportunities for networking, so businesses can aid one another		X				x	Economic Development, Communications	General Fund
ED-14	Develop a Master Plan for a Town Center to include Stonecrest's long-term City Hall and Civic needs	X						Community Development, Economic Development	General Fund
ED-15	Inventory available sites for Town Center		X					Economic Development	General Fund

ED-16	Secure sites for Town Center			X				City Manager, Mayor & Council, Economic Development	General Fund
ED-17	Establish customer service training program with assistance from Stonecrest Business Alliance.			X			X	Economic Development	General Fund
Housing									
H-4	Create architectural design standards to encourage development of appropriate size and scale, quality, and appropriateness, while encouraging innovative design and a variety of housing types and styles based on community conservation and character areas.			X			X	Economic Development/Planning&Zoning	General Fund
H-5	Develop a housing needs assessment and affordable housing implementation plan to address housing affordability in the city	X	X	X			X	Economic Development	General Fund
Natural and Cultural Resources									
NC-1	Identify and map significant wetland resources, both on public and private land	X					X	Engineering, Geographic Info. Systems	General Fund
NC-2	Adopt and enforce the Department of Natural Resources Protection Standards for Wetlands	X					X	Engineering, Community Development	General Fund
NC-6	Develop greenways plan to improve access to rivers and streams				X		X	Engineering, Community Development	General Fund
Historic Preservation									
HP-1	Develop historic guidelines for historic resources that include historic and archeological resource surveys		X	X			X	Community Development	General Funds/ Grants
HP-2	Collaborate with the Georgia Trust for Historic Preservation to preserve the integrity of historic resources.		X	X	X		X	Community Development	General Funds/ Grants
Community Services and Facilities									
CS-1	Collaborate with Dekalb County regarding water and sewer capacity needs to meet City's future land use plan	X	X	X	X		X	Engineering	General Funds
CS-2	Create policies for burying utilities along specific corridors	X	X					Community Development, Engineering	General Funds
CS-4	Develop Neighborhood Watch Programs that meet regularly with the Police Department to discuss issues and solutions	X	X	X	X	X	X	Parks, City Manager	General Funds
CS-5	Feasibility Study to explore and establish a City Public Safety Department	X					X	City Manager	General Funds
Land Use									
LU-1	Revise Zoning Ordinance to align with Comprehensive Plan 2038.	X	X	x	x	x	x	Community Development, Legal	General Fund

LU-2	Establish streetscape standards for major roads within the city's development codes based on Complete Street Standards	X	X	X			x	Community Development, Engineering, Legal	General Fund
LU-3	Revise the Stonecrest Overlay District	X					x	Community Development	General Fund
LU-4	Revise the Interstate-20 Overlay District		X				x	Community Development	General Fund
LU-5	Establish Architectural Design Standards			X	X		x	Community Development	General Fund
LU-6	Update Stonecrest Livable Communities Initiative (LCI) Study	X					x	Community Development	Atlanta Regional Commission (ARC)
LU-7	Define City's limits by establishing a gateway monument program	X	X				x	Community Development, Engineering	General Fund
Transportation									
T-1	Define City's limits by establishing a gateway monument program	X	X					Community Development, Engineering	General Fund, Capital Improvement plan
T-2	Undertake a strategic wayfinding and branding study that includes signage, landscaping, lighting standards for Stonecrest's major corridors		X					Community Development, Engineering	Capital Improvement Plan
T-4	Create a citywide streetscape and street enhancement plan	X					x	Engineering	General Fund
T-5	Repaving and road repairs	X	X	X	X		x	Engineering	Capital Improvement Plan
T-6	Develop a Comprehensive Transportation Plan for City to include bike and pedestrian infrastructure		X				X	Engineering	Capital Improvement Plan



CITY COUNCIL AGENDA ITEM

SUBJECT: SLUP 23-007 2547 Lithonia West Drive

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 - NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 - OTHER, PLEASE STATE: **Applicant requesting withdrawal**
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Tre'Jon Singletary, Senior Planner of Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director of Planning and Zoning

PURPOSE: Applicant is seeking a Special Land Use Permit (SLUP) to operate an Asphalt Plant.

FACTS: In 1985, the subject property was part of a 75 +/- acres development which undergone a zoning request to rezone from R-100 to C-1 (Local Commercial), C-2 (General Commercial), and M (Light Industrial). Currently, there's a business operating, 404 Concrete, LLC on the subject property. The existing business is described as manufacturing concrete. The business owner submitted a business license request on June 13, 2022, and was issued a business license on March 14, 2023.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve With Conditions

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - [Click or tap here to enter text.](#)



CITY COUNCIL AGENDA ITEM

- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

(vacant)
Director
Planning and Zoning
Department



Matthew
Williams
Deputy Director
Planning and
Zoning
Department

TO: Mayor & City Council

FROM: Planning and Zoning Department

SUBJECT: SLUP23-007

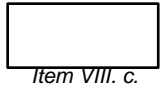
ADDRESS: 2547 Lithonia West Drive

MEETING DATE: October 23, 2023

SUMMARY: Applicant is seeking a Special Land Use Permit (SLUP) to operate an Asphalt Plant.

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: Approval with conditions



Item VIII. c.

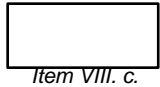
SLUP23-007

Planning and Zoning Department

District #2: Rob Turner

PROPERTY INFORMATION	
Location of Subject Property: 2547 Lithonia West Drive	
Parcel Number: 16 104 04 024	
Road Frontage: Lithonia West Drive	Total Acreage: 2.24 +/-
Current Zoning: M – Light Industrial	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: LIND (Light Industrial)	
Zoning Request: Applicant is seeking a Special Land Use Permit (SLUP) to operate an Asphalt Plant.	
Zoning History: CZ-85125	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Hanna Casswell of Casswell Design Group, LLC
Applicant Address: 279 W. Crogan St, Lawrenceville, GA 30046
Property Owner Name: Norman Kennebrew
Property Owner Address: 2547 Lithonia West Drive Lithonia, GA 30058

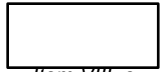


DETAILS OF ZONING REQUEST

Since the city’s incorporation, the site has been zoned M (Light Industrial). In 1985, the subject property was part of a 75 +/- acres development which undergone a zoning request to rezone from R-100 to C-1 (Local Commercial), C-2 (General Commercial), and M (Light Industrial). Currently, there’s a business operating, 404 Concrete, LLC on the subject property. The existing business is described as manufacturing concrete. The business owner submitted a business license request on June 13, 2022, and was issued a business license on March 14, 2023.

The subject property is surrounded by Light Industrial zoned parcels. The purpose and intent of the City Council in establishing the M (Light Industrial) District is as follows to provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan.

The city’s land use policy document does support the proposed operation. The City of Stonecrest 2038 Comprehensive Plan has designated the parcel with the Light Industrial Zone land use designation. The intent of the Light Industrial Character Area is to identify areas that are appropriate for industrial type uses. The location of these areas shall preserve the appeal and appearance of residential and commercial areas from the prospective intrusion of light industrial land uses. These areas consist of areas used in low intensity manufacturing, including wholesale trade, and distribution activities that do not generate excessive noise, vibration, air pollution or other nuisance characteristics.

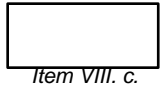


Item VIII. c.

SLUP23-007

Planning and Zoning Department

ADJACENT ZONING & LAND USE		
NORTH	Zoning: M (Light Industrial)	Land Use: Vacant Lot
SOUTH	Zoning: M (Light Industrial)	Land Use: Trucking Company
EAST	Zoning: M (Light Industrial)	Land Use: Vacant Lot
WEST	Zoning: M (Light Industrial)	Land Use: Existing Structure, No Business Operating



Item VIII. c.

SLUP23-007

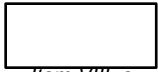
Planning and Zoning Department

PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is an existing business with one (1) road frontage (Lithonia West Drive).

SPECIAL LAND USE PERMIT ZONING CRITERIA

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
3. Adequacy of public services, public facilities, and utilities to serve the proposed use;
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
7. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use
8. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
9. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
10. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;



SLUP23-007

Planning and Zoning Department

11. Whether the proposed use is consistent with the policies of the comprehensive plan;
12. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located;
13. Whether there is adequate provision of refuse and service areas;
14. Whether the length of time for which the special land use permit is granted should be limited in duration;
15. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;
16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources;
17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;
18. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height; and
19. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

RECOMMENDATION

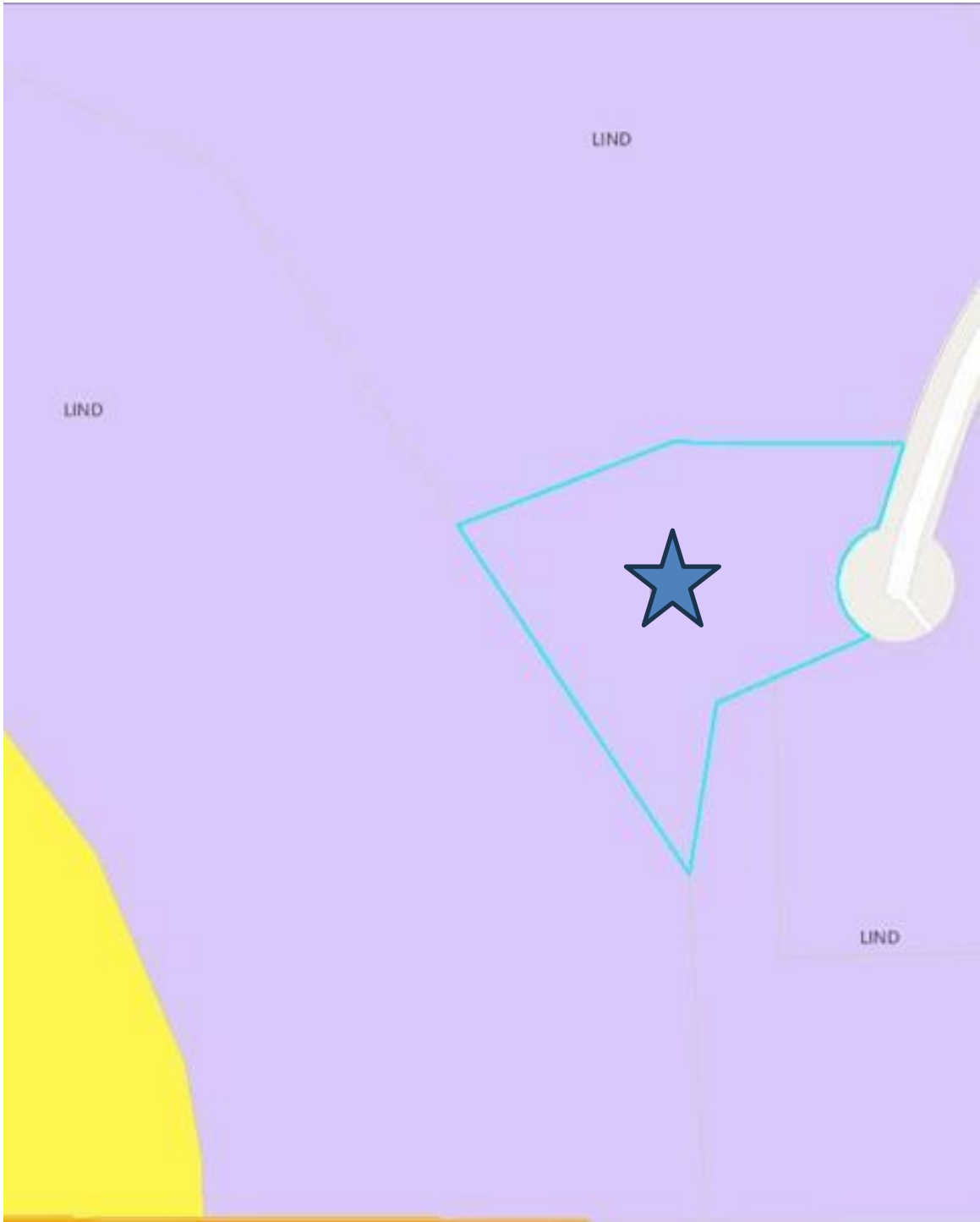
Staff recommends **APPROVAL** with the following condition(s):

1. Applicant must submit a building permit prior any structures being constructed and;
2. Applicant must comply and remain in compliance with all federal, state, county, and local environmental ordinances.

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Letter of Intent**

Future Land Use Map

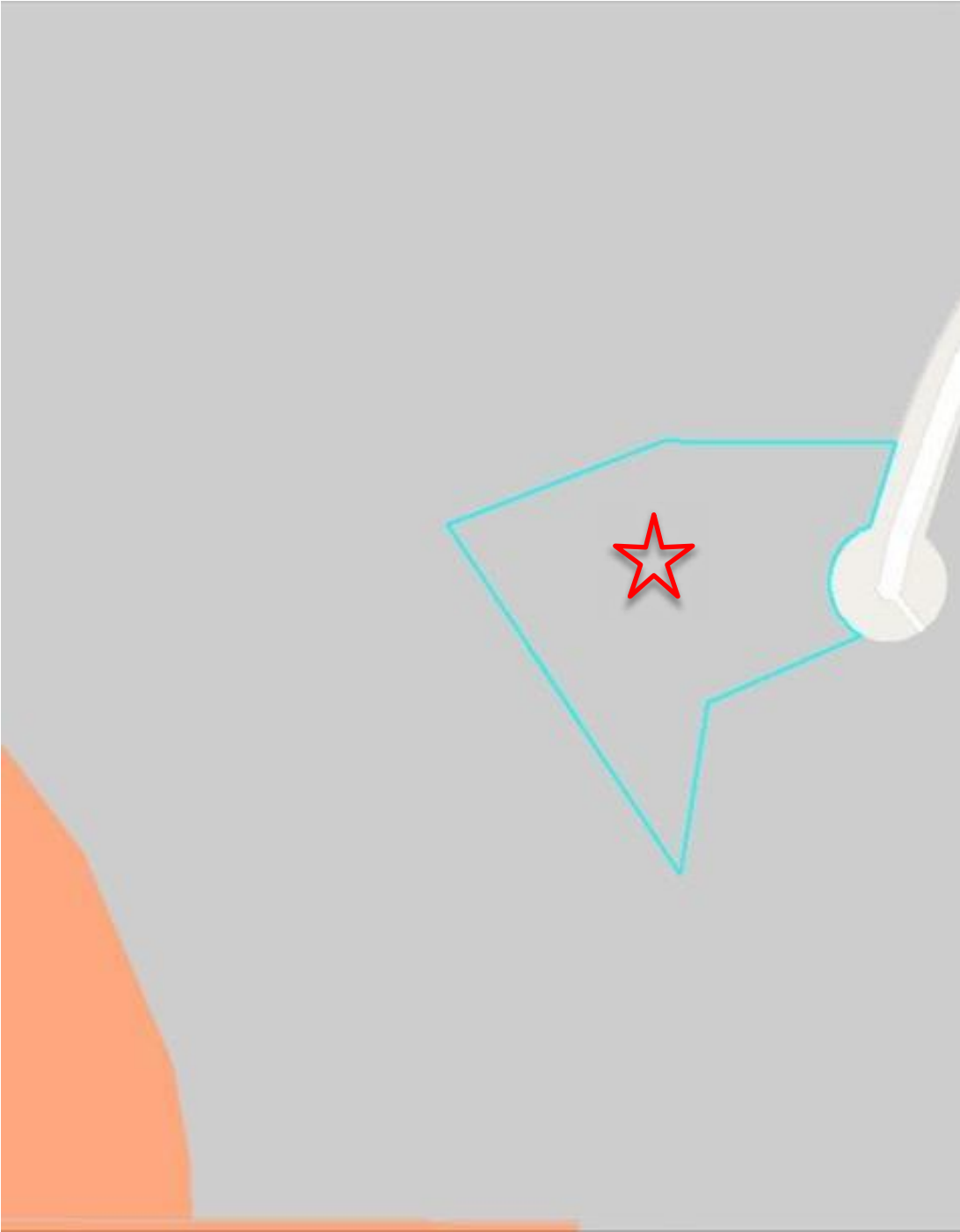


Light Industrial (M-LI)

The intent of the Light Industrial Character Area is to identify areas that are appropriate for industrial type uses. The location of these areas shall preserve the appeal and appearance of residential and commercial areas from the prospective intrusion of light industrial land uses. These areas consist of areas used in low intensity manufacturing, including wholesale trade, and distribution activities that do not generate excessive noise, vibration, air pollution or other nuisance characteristics.

Zoning Map

Light Industrial



Aerial Map





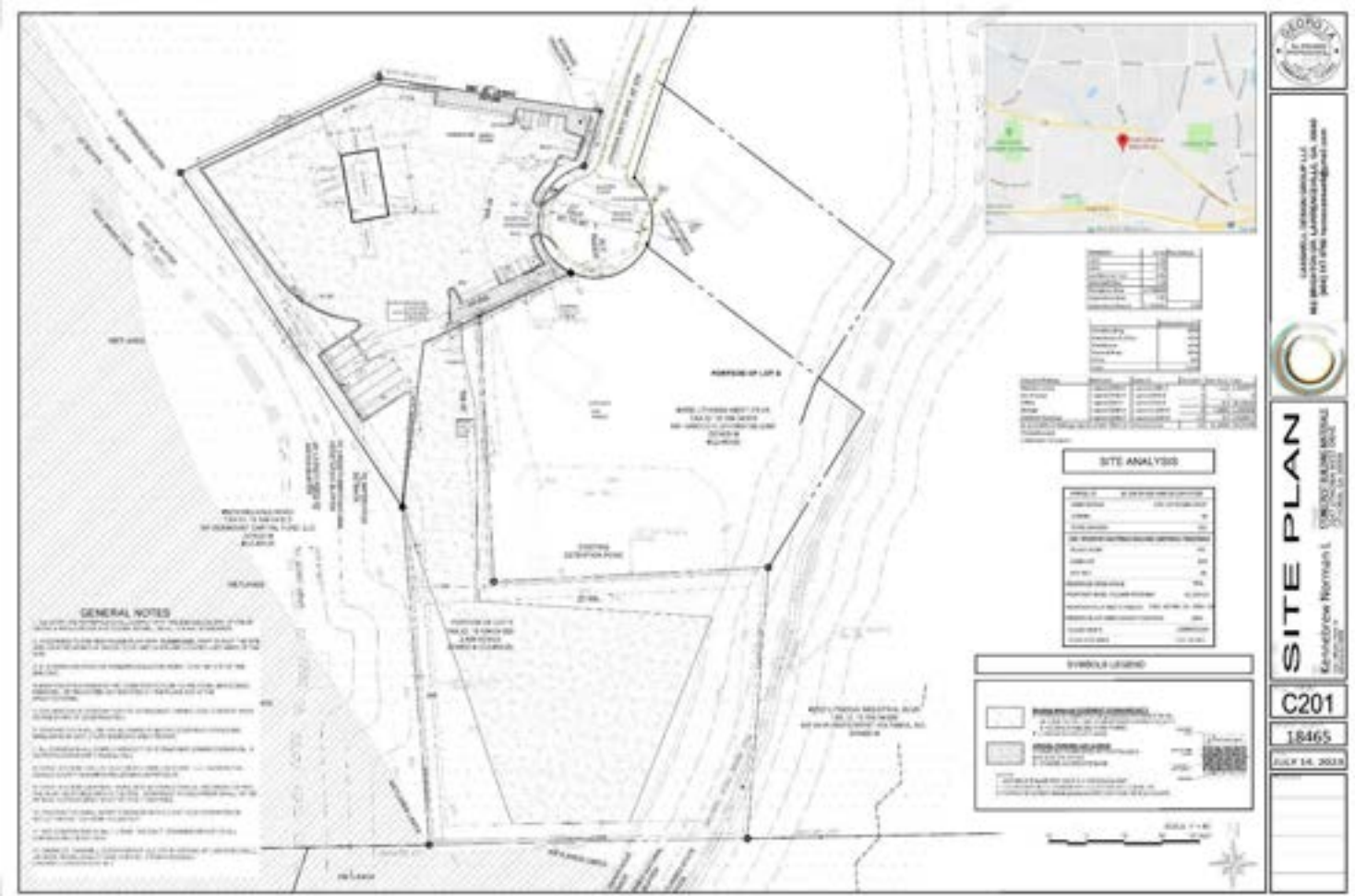
Site Photos







Submitted Site Plan



Letter of Intent

Environmental Site Analysis



CITY COUNCIL AGENDA ITEM

SUBJECT: SLUP 23-004 3575 Trinity Place

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Matthew Williams, Deputy Director of Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director of Planning and Zoning

PURPOSE: The applicant is seeking a Special Land Use Permit (SLUP) to operate a short-term vacation rental (STVR).

FACTS: The applicant is proposing to operate a STVR which is subject to Chapter 27, Sec 4.2.58 Short-Term Vacation Rentals has eleven (11) supplemental regulations. Those regulations include stay duration, operation restrictions and distance requirements from other STVR. The applicant’s request is also subject to the noise ordinance which is found in Chapter 18, Article 7 Noise. The subject STVR is located in a accessory dwelling unit in the form a tree house which is located on the subject property and detached from the principal structure. This request was heard at the September 14, 2023 Community Planning Information Meeting (CPIM). This request received a recommendation of approval with conditions at the October 3, 2023 Planning Commission Meeting.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

(vacant)
Director
Planning and Zoning
Department



Matthew
Williams
Deputy Director
Planning and
Zoning
Department

TO: City Council

FROM: Planning and Zoning Department

SUBJECT: SLUP23-004

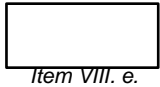
ADDRESS: 3575 Trinity Place

MEETING DATE: October 23, 2023

SUMMARY: Applicant is seeking a Special Land Use Permit (SLUP) to operate a Short-Term Vacation Rental (STVR).

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: Approval with conditions



Item VIII. e.

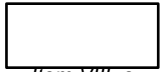
SLUP23-004

Planning and Zoning Department

District #5: Tammy Grimes

PROPERTY INFORMATION	
Location of Subject Property: 3575 Trinity Place	
Parcel Number: 16 084 03 023	
Road Frontage: Trinity Place	Total Acreage: 1.01 +/-
Current Zoning: R-100 – Residential Medium Lot	Overlay District: Arabia Mountain Conservation
Future Land Use Map/ Comprehensive Plan: RR (Rural Residential)	
Zoning Request: Applicant is seeking a Special Land Use Permit (SLUP) to operate a Short-Term Vacation Rental.	
Zoning History: N/A	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Jeffrey Dickerson
Applicant Address: 3575 Trinity Place Stonecrest, GA 30038
Property Owner Name: Jeffrey Dickerson
Property Owner Address: 3575 Trinity Place Stonecrest, GA 30038

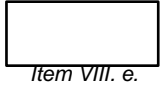


Item VIII. e.

SLUP23-004

Planning and Zoning Department

DETAILS OF ZONING REQUEST



Since the city’s incorporation, the site has been zoned R-100 (Residential Medium Lot). Furthermore, the subject property resides within the Arabia Mountain Conservation Overlay District. There is an existing ADU (Accessory Dwelling Unit) that has been constructed on the subject property. The ADU is where the STVR will be housed.

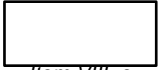
The subject property is surrounded by R-100 and RSM zoned parcels. The purpose and intent of the City Council in establishing the R-100 (Residential Medium Lot-100) District is to provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet; to provide for compatible infill development in neighborhoods; to provide protections for existing development as new subdivisions are created; to provide flexibility in design on the interior of new development while protecting surrounding development; to ensure that the uses and structures authorized in the R-100 (Residential Medium Lot-100) District are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood; to provide for appropriately sized accessible and useable open space in new developments for health, recreational and social opportunities for city residents; and to implement the future development map of the city's comprehensive plan. The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is to provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options, to provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods, and to implement the future development map of the city's comprehensive plan.

The city’s land use policy document does support the proposed operation. The City of Stonecrest 2038 Comprehensive Plan has designated the parcel with the Rural Residential Zone land use designation. The purpose of the Rural Residential category is to provide areas that are suitable for low-density housing with densities of up to four (4) dwelling units per acre. Single-family detached

housing is the most appropriate type of development for this district. Stable Low-Density Residential Districts should be protected from encroachment of higher density or high intensity uses.

In Section 4.2.58 (Short Term Vacation Rental (STVR)) of Chapter 27 (Zoning Ordinance), it states eleven (11) supplemental regulations regarding petitioner's request. The supplemental regulations are as follows:

- A.** No individual renting the property shall stay for longer than 30 consecutive days.
- B.** The STVR shall not be operated in such a way as to change the residential character of the neighborhood in which it is located and shall comply with the noise ordinance.
- C.** In every dwelling of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain not less than 70 square feet of floor area, and every room occupied for sleeping purposes by two occupants shall contain at least 120 square feet of floor area. Maximum occupancy limits for any overnight guests must not exceed two guests for every bedroom located in the STVR.
- D.** Every Bedroom shall have a window facing directly and opening to the outdoors.
- E.** Every bedroom shall have access to not less than one water closet and lavatory without passing through another bedroom. Every bedroom in an STVR shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.
- F.** There shall also be provided at least one off-street parking space for each bedroom used as a part of the STVR.
- G.** No signs or advertising are permitted to identify or advertise the existence of the STVR, beyond those otherwise allowed for the residential property.
- H.** All STVR units shall be furnished with a telephone that is connected to a landline or similar type connection, including a voice over internet protocol, in order that 911 dispatch may be able to readily identify the address and/or location from where the call is made when dialed.
- I.** A diagram depicting two egress routes shall be posted on or immediately adjacent to every required egress door.
- J.** No individual renting a STVR shall use the STVR for a special event, party, or temporary



SLUP23-004

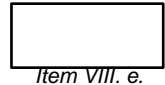
Planning and Zoning Department

outdoor event. No owner or operator of a STVR shall permit a STVR to be used for a special event, party, or temporary event.

- K.** It shall be unlawful to establish, operate, or cause to be operated a STVR in the city within 500 feet of another STVR, bed and breakfast, boarding house, Home stay bed and breakfast residence, hotel/motel, hotel/motel extended stay, personal care home, or child caring institution. Measurements for this subsection shall be made in a straight line without regard to intervening structures or objects, between the closest points on the property lines of the two uses.

ADJACENT ZONING & LAND USE

NORTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling
SOUTH	Zoning: RSM (Small Lot Residential Mix)	Land Use: Vacant/Undeveloped Land
EAST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling
WEST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling

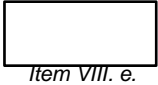


PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site has two (2) existing dwelling units (main dwelling and adu) with one (1) road frontage (Trinity Place).

SPECIAL LAND USE PERMIT ZONING CRITERIA

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
3. Adequacy of public services, public facilities, and utilities to serve the proposed use;
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
7. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use
8. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
9. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
10. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;



SLUP23-004

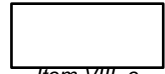
Planning and Zoning Department

11. Whether the proposed use is consistent with the policies of the comprehensive plan;
12. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located;
13. Whether there is adequate provision of refuse and service areas;
14. Whether the length of time for which the special land use permit is granted should be limited in duration;
15. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;
16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources;
17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;
18. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height; and
19. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

RECOMMENDATION

Staff recommends **APPROVAL** with the following condition(s):

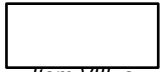
- 1.** No city permit for the operation of the short-term vacation rental shall be transferable will only be permitted for the owner/operator Jeffrey Dickerson;
- 2.** Applicant must comply and remain in compliance with [ARTICLE VII. - NOISE ORDINANCE](#);
- 3.** Short-term rental units must be properly maintained and regularly inspected by the owner or agent to ensure continued compliance with applicable property maintenance, zoning, building, health, and life safety code provisions.



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Planning and Zoning Department

- 4.** All marketing and/or advertising for short-term rental units must contain information concerning the occupancy limit of the short-term rental unit, and the maximum parking available on the property. Advertising for more than the allowable occupancy or allowable parking is prima facie evidence of a violation of the city code. Further, failure to include such occupancy limits and maximum parking availability is prima facie evidence of a violation of the city code.
- 5.** Each Short Term Vacation Rental (STVR) must obtain a city license as well as all license(s) and/or permit(s) required by the State of Georgia before beginning to operate.



Item VIII. e.

SLUP23-004

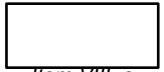
Planning and Zoning Department

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Overlay Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Letter of Intent**

Future Land Use Map





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Planning and Zoning Department

Rural Residential (RR) Character Area

The purpose of the Rural Residential category is to provide for areas that are suitable for low-density housing with densities of up to four (4) dwelling units per acre. Single-family detached housing is the most appropriate type of development for this district. Stable Low-Density Residential Districts should be protected from encroachment of higher density or high intensity uses.

SLUP23-004

Planning and Zoning Department

Zoning Map

R-100

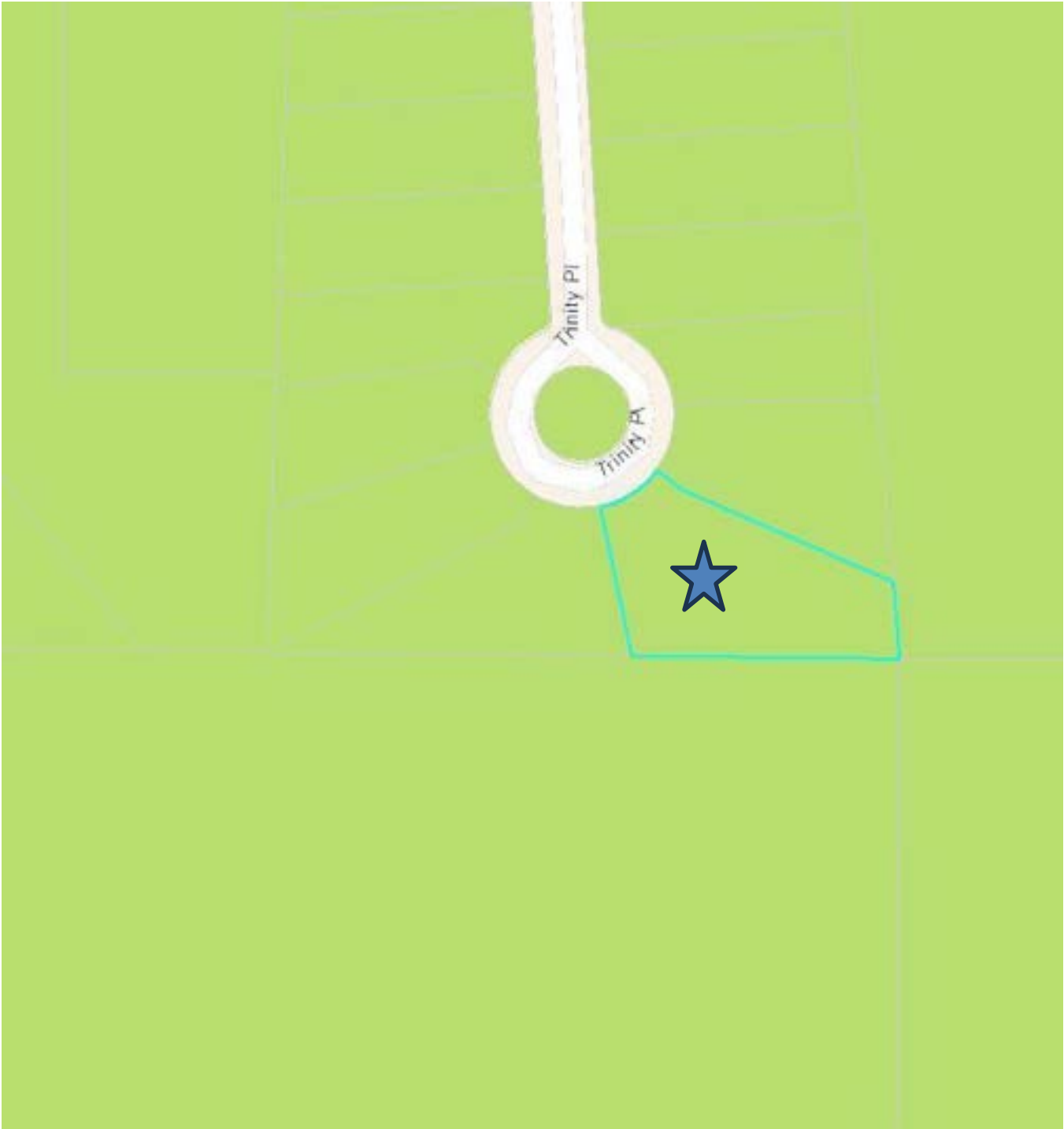


SLUP23-004

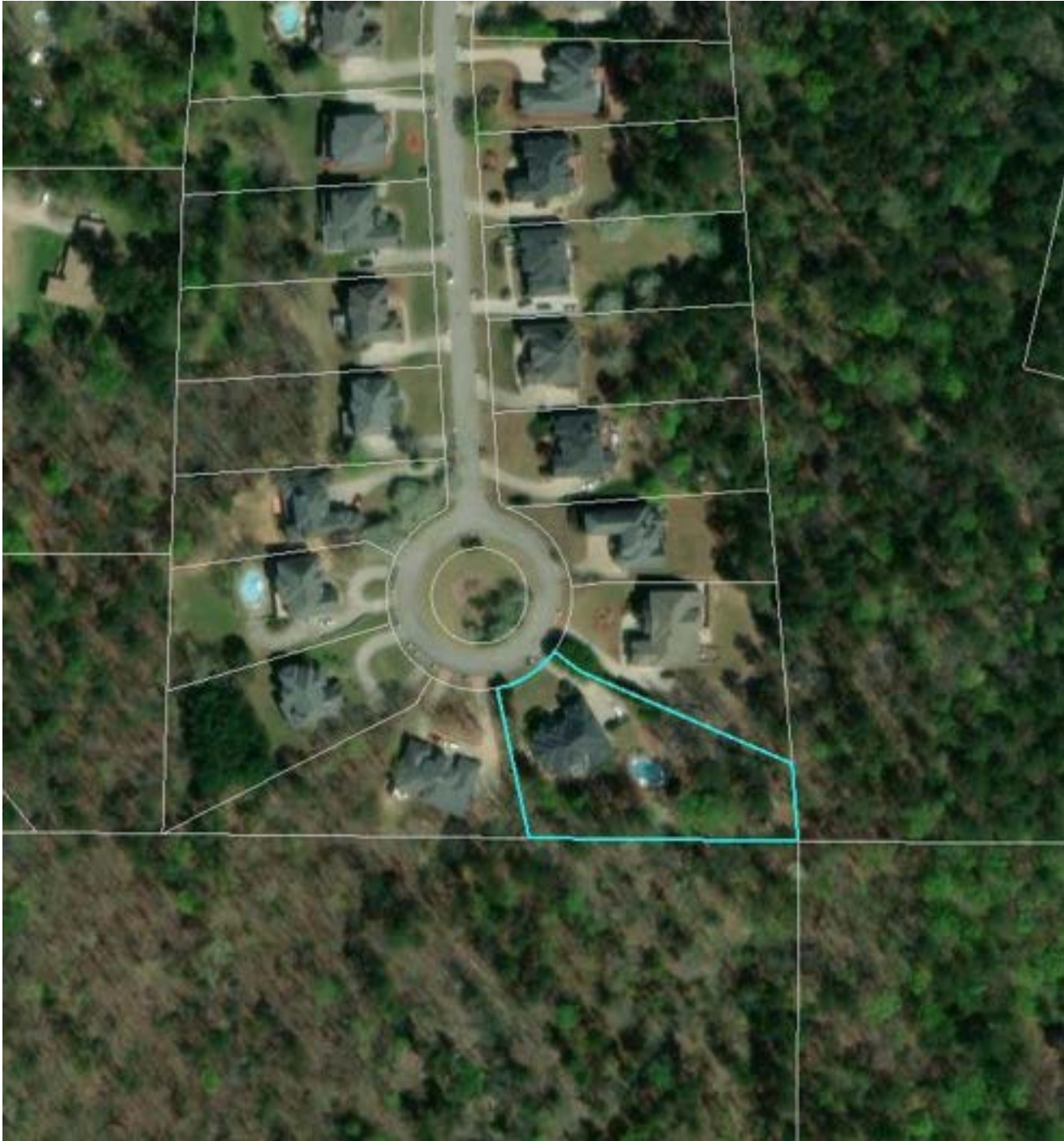
Planning and Zoning Department

Overlay District Map

Arabia Mountain Conservation Overlay District



Aerial Map



SLUP23-004

Planning and Zoning Department



Submitted Site Plan

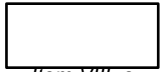


SLUP23-004

Planning and Zoning Department



*"TRINITY TREEHOUSE"
ACCESSORY DWELLING*



Item VIII. e.

SLUP23-004

Planning and Zoning Department

Letter of Intent

Letter of Intent

Dear Planning and Zoning Board Members,

I hope this letter finds you well. We are writing to formally express our intent for Trinity Treehouse, located at 3575 Trinity Place, to operate as a short-term rental and offer tourists access to the wonders of our city, particularly the Arabia Mountain Nature Preserve and the historic Black Wall Street.

Trinity Treehouse is a unique and exceptional property nestled within the beautiful natural surroundings of Stonecrest. Our vision is to provide a relaxing retreat in nature, catering to both tourists and locals alike. We believe that by offering short-term rentals, we can contribute to the growth and development of our city's tourism industry while showcasing the natural beauty and cultural heritage that Stonecrest has to offer.

Our proximity to the Arabia Mountain Nature Preserve, which directly abuts Trinity Treehouse, presents a remarkable opportunity for visitors to experience the captivating beauty of the preserve's trails, wildlife and breathtaking vistas. Additionally, being in close proximity to the historic Black Wall Street, we aim to promote awareness and encourage exploration of this significant cultural landmark.

As responsible hosts, we are committed to ensuring that Trinity Treehouse operates in full compliance with all local ordinances, regulations and guidelines. We understand the importance of being good neighbors and maintaining the peaceful ambiance of our community. We will actively manage guest behavior so as not to disrupt the tranquility of our quiet neighborhood. We will not allow parties or gatherings of any kind at Trinity Treehouse. Parking is provided in our driveway, and no more than four guests are permitted on the property at any one time.

Moreover, we are dedicated to implementing sustainable practices and minimizing our environmental impact. This includes promoting responsible tourism, encouraging guests to appreciate and respect the natural surroundings, and employing eco-friendly practices in our day-to-day operations.

We believe that by offering Trinity Treehouse as a short-term rental, we can contribute to the economic growth of Stonecrest and provide a unique and memorable experience for visitors seeking a relaxing retreat in nature.

We kindly request the Planning and Zoning Board's support and approval for our proposal. We are more than willing to comply with any requirements or regulations set forth by the city. If there are any additional documents, permits, or inspections necessary, please let us know, and we will promptly provide the requested information.

Thank you for your time and consideration. We look forward to the opportunity to contribute positively to Stonecrest's tourism industry and provide a peaceful and enjoyable experience for our guests. Please feel free to reach out to us if you require any further information.

Sincerely,

Jeff and Tracie Dickerson

STATE OF GEROGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO APPROVE SPECIAL LAND USE PERMIT 23-004 ON PARCEL NUMBER**
3 **16 084 03 023 TO ALLOW THE OPERATION OF A SHORT-TERM VACATION**
4 **RENTAL AT 3575 TRINITY PLACE STONECREST; TO PROVIDE SEVERABILITY;**
5 **TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR**
6 **AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL**
7 **PUPOSES.**

8 **WHEREAS,** the governing body of the City of Stonecrest (“City”) is the Mayor and City
9 Council (“City Council”) thereof; and

10 **WHEREAS,** Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
11 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

12 **WHEREAS,** the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
13 relating to its property, affairs, and local government; and

14 **WHEREAS,** the City of Stonecrest has been vested with substantial powers, rights, and
15 functions to generally regulate the use of real property to maintain health, morals, safety, security,
16 peace, and the general welfare of the City; and

17 **WHEREAS,** the City received an application for the approval of the operation of a short-
18 term vacation rental at 3575 Trinity Place Stonecrest; and

19 **WHEREAS**, pursuant to the City’s Zoning Ordinance applicants who desire to operate a
20 short-term vacation rental must obtain a special land use permit; and

21 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
22 pursuant to the provisions of the City’s Zoning Procedures Law; and

23 **WHEREAS**, the City has properly advertised and held a public hearing before the
24 Planning Commission regarding SLUP 23-004, the request for special land use permit to operate
25 a short-term vacation rental at 3575 Trinity Place; and

26 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
27 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
28 this Ordinance; and

29 **WHEREAS**, the Director of Planning and Zoning recommends approval of special land
30 use permit 23-004 of property located at 3575 Trinity Place; and

31 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
32 impacted by the adoption of this Ordinance.

33 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
34 **THE CITY OF STONECREST, GEORGIA, as follows:**

35
36 **Section 1.** SLUP 23-004, the operation of a SHORT-TERM VACATION RENTAL at
37 3575 Trinity Place Stonecrest, satisfying Section 4.2.58 (Short Term Vacation Rental (STVR) in
38 Chapter 27 of the City of Stonecrest Code of Ordinances, is **APPROVED WITH CONDITIONS**
39 as follows:

- 40 **1.** No city permit for the operation of the short-term vacation rental shall be transferable
- 41 will only be permitted for the owner/operator Jeffrey Dickerson;
- 42 **2.** Applicant must comply and remain in compliance with ARTICLE VII. - NOISE
- 43 ORDINANCE;
- 44 **3.** Short-term rental units must be properly maintained and regularly inspected by the owner

45 or agent to ensure continued compliance with applicable property maintenance, zoning,
46 building, health, and life safety code provisions.

47 4. All marketing and/or advertising for short-term rental units must contain information
48 concerning the occupancy limit of the short-term rental unit, and the maximum parking
49 available on the property. Advertising for more than the allowable occupancy or allowable
50 parking is prima facie evidence of a violation of the city code. Further, failure to include
51 such occupancy limits and maximum parking availability is prima facie evidence of a
52 violation of the city code.

53 5. Each Short Term Vacation Rental (STVR) must obtain a city license as well as all
54 license(s) and/or permit(s) required by the State of Georgia before beginning to operate.

55 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
56 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
57 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

58 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
59 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is
60 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is
61 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
62 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
63 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

64 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
65 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
66 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
67 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
68 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
69 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
70 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
71
72
73
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77
78 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
79
80 effect.

81 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
82
83 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

84 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
85
86 expressly repealed.

87
88 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
89
90 State of Georgia and the City of Stonecrest.

91
92 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
93
94 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
95
96 Stonecrest, Georgia.

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

- 97
- 98
- 99
- 100
- 101
- 102
- 103
- 104
- 105
- 106



CITY COUNCIL AGENDA ITEM

SUBJECT: SLUP 23-005 4908 Ardsley Drive

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 - NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 - OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Matthew Williams, Deputy Director of Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director of Planning and Zoning

PURPOSE: The applicant is seeking a Special Land Use Permit (SLUP) to operate childcare services as a Type II Home Occupation.

FACTS: The applicant is proposing to operate childcare services which is subject to Chapter 27, Sec 4.2.31 Home Occupations and Private Educational Uses. The propose home occupation is classified as a Type II home occupation which requires a SLUP as their will be customer contact. Sec. 4.2.31 sets rules and regulations for the propose childcare services home use. This request was heard at the September 14, 2023 Community Planning Information Meeting (CPIM). This request received a recommendation of approval with conditions at the October 3, 2023 Planning Commission Meeting.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:



CITY COUNCIL AGENDA ITEM

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

(vacant)
Director
Planning and Zoning
Department



Matthew
Williams
Deputy Director
Planning and
Zoning
Department

TO: City Council

FROM: Planning and Zoning Department

SUBJECT: SLUP23-005

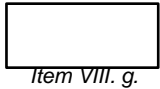
ADDRESS: 4908 Ardsley Drive

MEETING DATE: October 23, 2023

SUMMARY: Applicant is seeking a Special Land Use Permit (SLUP) to operate a childcare service as a Type II Home Occupation.

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: **Approval with conditions**



Item VIII. g.

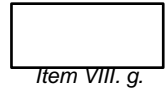
SLUP23-005

Planning and Zoning Department

District #4: George Turner, Jr.

PROPERTY INFORMATION	
Location of Subject Property: 4908 Ardsley Drive	
Parcel Number: 16 012 01 138	
Road Frontage: Ardsley Drive	Total Acreage: 0.35 +/-
Current Zoning: R-100 (Residential Medium Lot)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: SUB (Suburban)	
Zoning Request: Applicant is seeking a Special Land Use Permit (SLUP) to operate a childcare service as a Type II Home Occupation.	
Zoning History: N/A	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Teshaye Lowe
Applicant Address: 4908 Ardsley Drive Stonecrest, GA 30038
Property Owner Name: Nathaniel Lowe
Property Owner Address: 4908 Ardsley Drive Stonecrest, GA 30038



DETAILS OF ZONING REQUEST

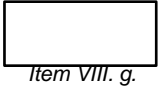
Since the city's incorporation, the site has been zoned R-100 (Medium Lot Residential). The subject property is currently development as a single-family detached dwelling. The applicant is proposing to operate a Childcare Service which is classified as a Type II Home Occupation. The property has a frontage on Ardsley Drive.

The existing structure is a two-story dwelling. The living square footage is approximately 1972 sq. ft.

The city's land use policy document does support the proposed operation. The City of Stonecrest 2038 Comprehensive Plan has designated the parcel with the Suburban Zone land use designation. The Suburban intends to recognize those areas of the city that have developed traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility.

Within Chapter 27 of the Zoning Ordinance, [Section 4.2.31. \(Home occupations and private educational uses\)](#) elaborates on the rules and regulations that applicants must abide by when operating home occupations and private educational uses. General requirements for Type II Home Occupations are:

- B. All home occupations other than Type I home occupations shall be considered a Type II home occupation and shall require a special land use permit (SLUP). Additional conditions may be placed on the approval of a Type II home occupation in order to ensure the home occupation will not be a detriment to the character of the residential neighborhood.
 - 1. Customer contact is allowed for Type II home occupations.
 - 2. Up to two full-time residents of the premises are allowed to conduct separate home occupations in the same dwelling. In reviewing such a request, the local government



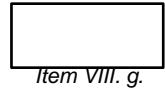
may consider the reason, potential residential impact, parking needs, hours of operation and other relevant factors.

C. All home occupations shall meet the following standards:

1. There shall be no exterior evidence of the home occupation.
2. No use shall create noise, dust, vibration, odor, smoke, glare or electrical interference that would be detectable beyond the dwelling unit.
3. The use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed at the location of the home occupation.
4. No more than 25 percent of the dwelling unit and/or 500 square feet, whichever is less, may be used for the operation of the home occupation.
5. No more than one business vehicle per home occupation is allowed.
6. No home occupation shall be operated so as to create or cause a nuisance.
7. Home occupation shall not include the use of a dwelling unit for the purpose of operating any automobile repair establishment, or car wash.
8. Occupations that are mobile or dispatch-only may be allowed, provided that any business vehicle used for the home occupation complies with section 6.1.3, and is limited to one business vehicle per occupation.

D. Private educational services shall comply with home occupation standards and no more than three students shall be served at a time. Family members residing in the home are not counted towards the three students allowed.

ADJACENT ZONING & LAND USE		
NORTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling
SOUTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling
EAST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling
WEST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwelling



Item VIII. g.

SLUP23-005

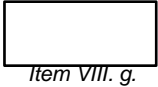
Planning and Zoning Department

PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is an existing single-family dwelling with one (1) road frontage (Ardley Drive).

SPECIAL LAND USE PERMIT ZONING CRITERIA

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
3. Adequacy of public services, public facilities, and utilities to serve the proposed use;
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
7. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use
8. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
9. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
10. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;

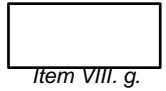


<p>11. Whether the proposed use is consistent with the policies of the comprehensive plan;</p>
<p>12. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located;</p>
<p>13. Whether there is adequate provision of refuse and service areas;</p>
<p>14. Whether the length of time for which the special land use permit is granted should be limited in duration;</p>
<p>15. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;</p>
<p>16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources;</p>
<p>17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;</p>
<p>18. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height; and</p>
<p>19. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.</p>

RECOMMENDATION

Staff recommends **APPROVAL** with the following condition(s):

1. Applicant must comply and remain in compliance with all International Building Code regarding care facilities within a dwelling;
2. No city permit for the operation of the childcare services shall be transferable; will only be permitted for the owner/operator Teshaye Lowe and Nathaniel Lowe;
3. A City of Stonecrest business license is required before operating the Childcare Service;
4. No parking is permitted on the street or on lawn area of subject property;
5. No child shall remain at the subject property for no more than 12 (twelve) hours per day; and
6. Play area shall be secured and not easily accessible to the public.



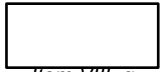
Item VIII. g.

SLUP23-005

Planning and Zoning Department

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Letter of Intent**

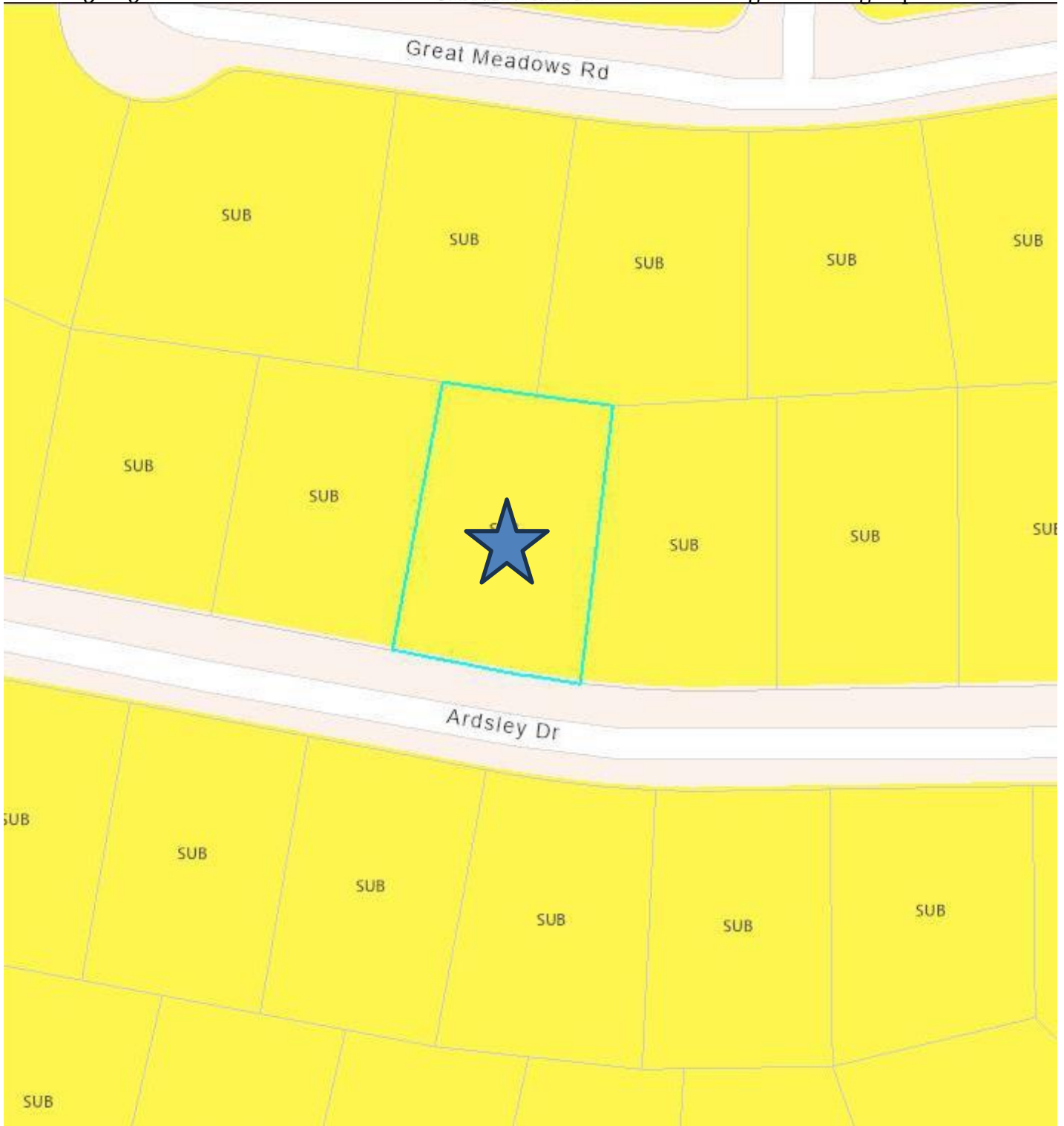


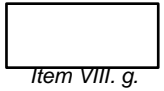
Item VIII. g.

SLUP23-005

Planning and Zoning Department

Future Land Use Map





Item VIII. g.

SLUP23-005

Planning and Zoning Department

Suburban Neighborhood (SN)

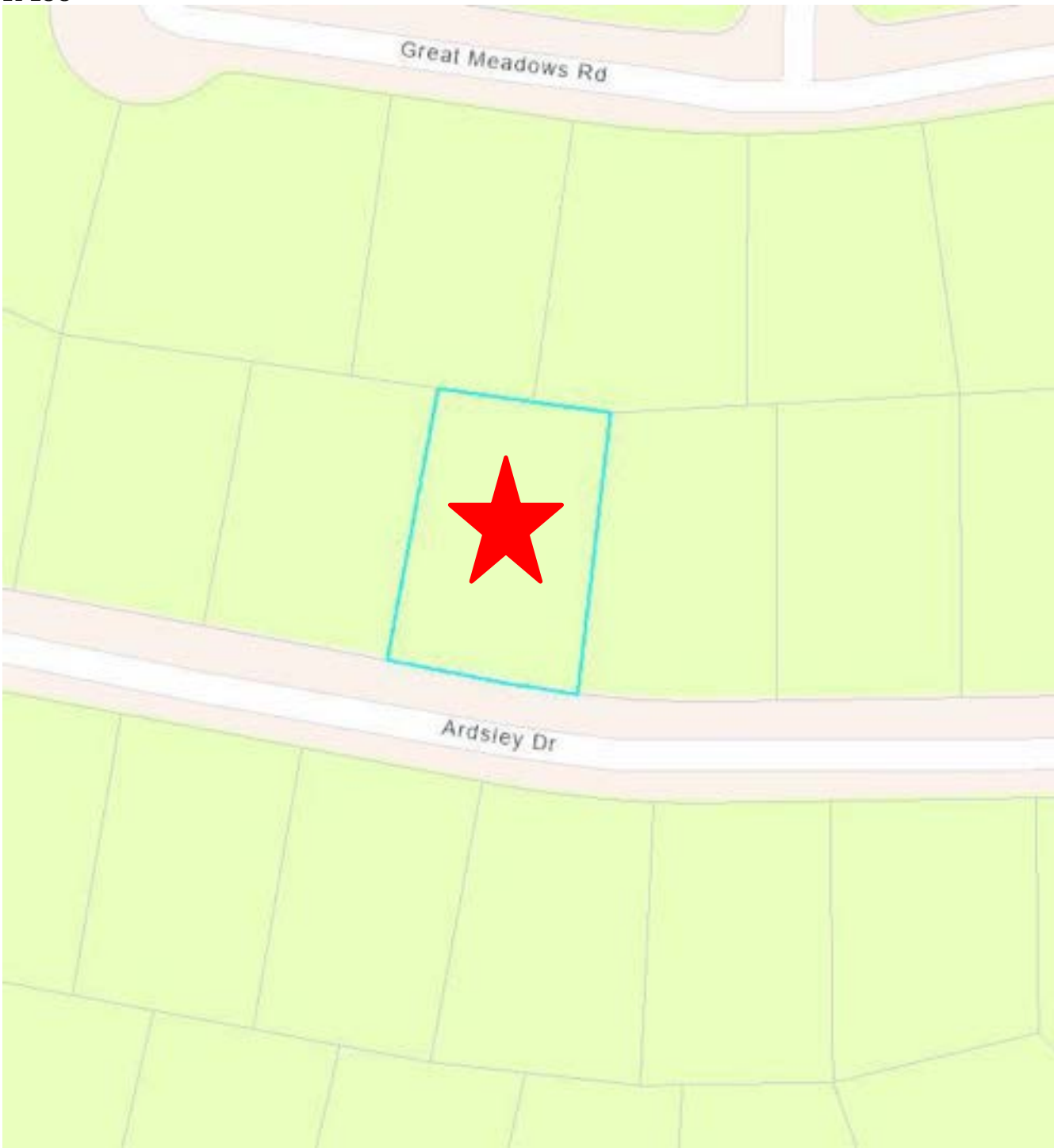
The intent of the Suburban Neighborhood character area is to recognize those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those developed (built out) and those under development pressures. Those areas are characterized by low pedestrian orientation, limited transit access, scattered civic buildings and curvilinear street patterns. The proposed density for areas of this type is up to 8 dwelling units per acre.

SLUP23-005

Planning and Zoning Department

Zoning Map

R-100



Aerial Map



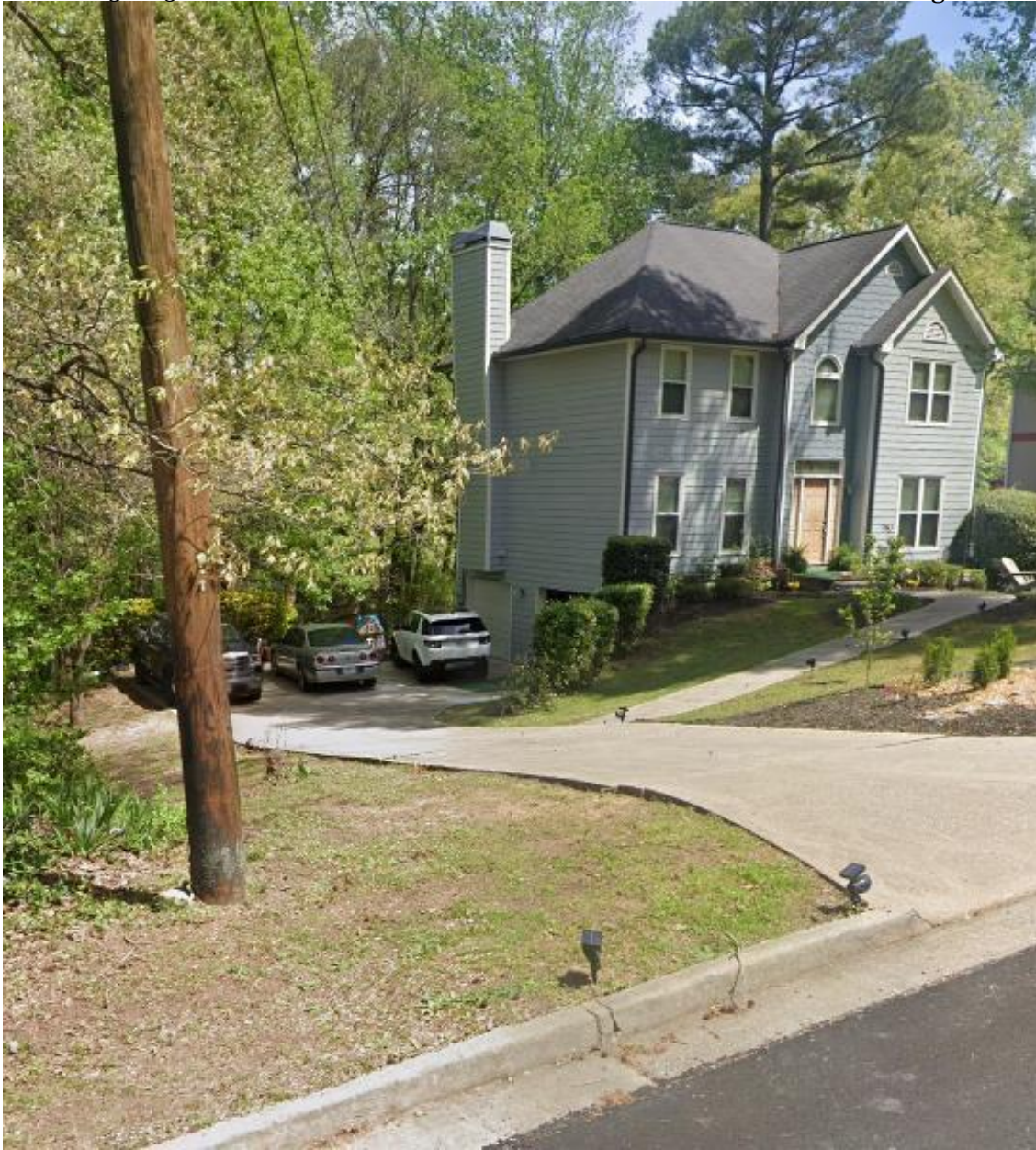
SLUP23-005

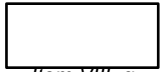
Planning and Zoning Department



SLUP23-005

Planning and Zoning Department





Item VIII. g.

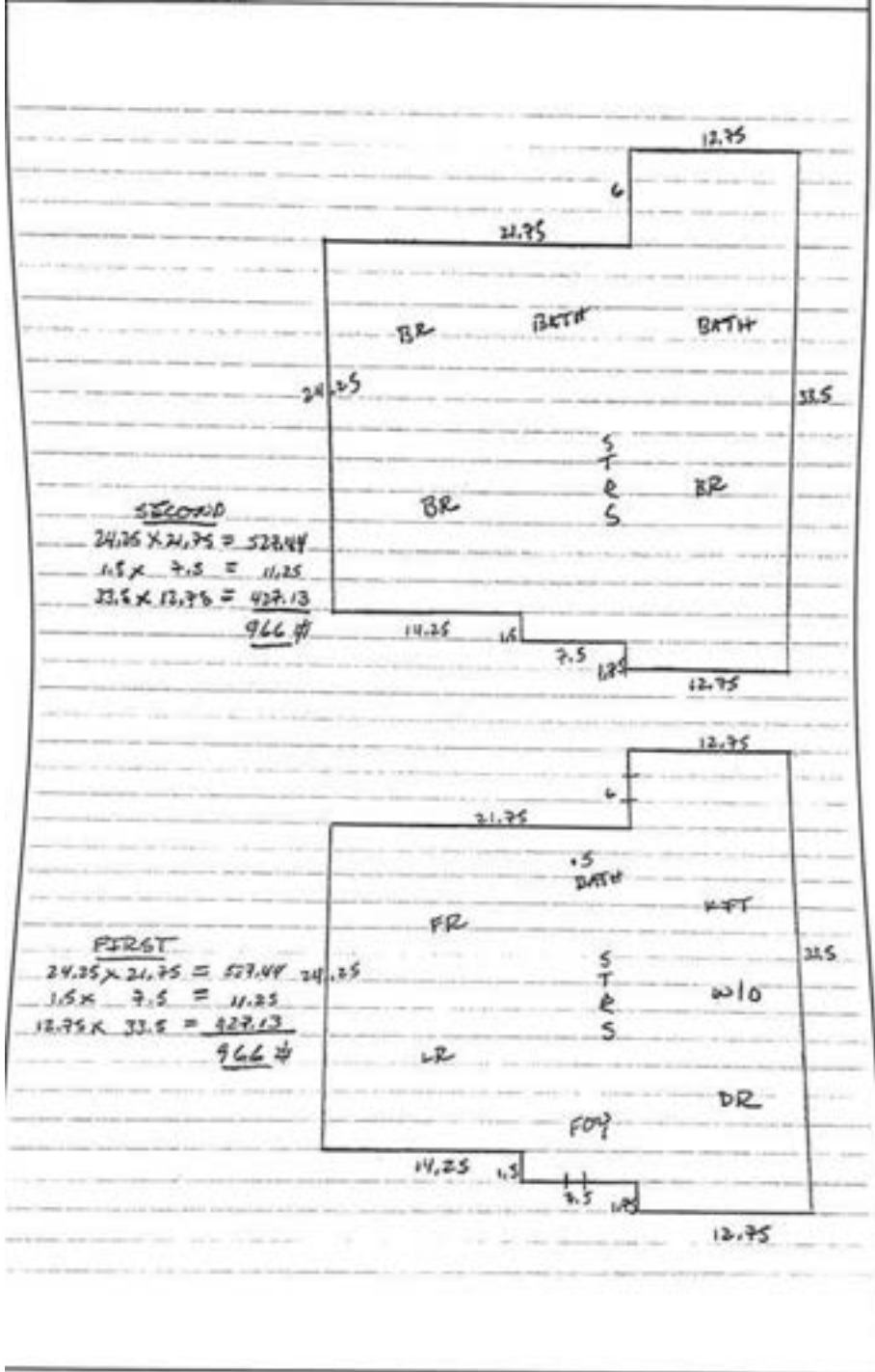
SLUP23-005

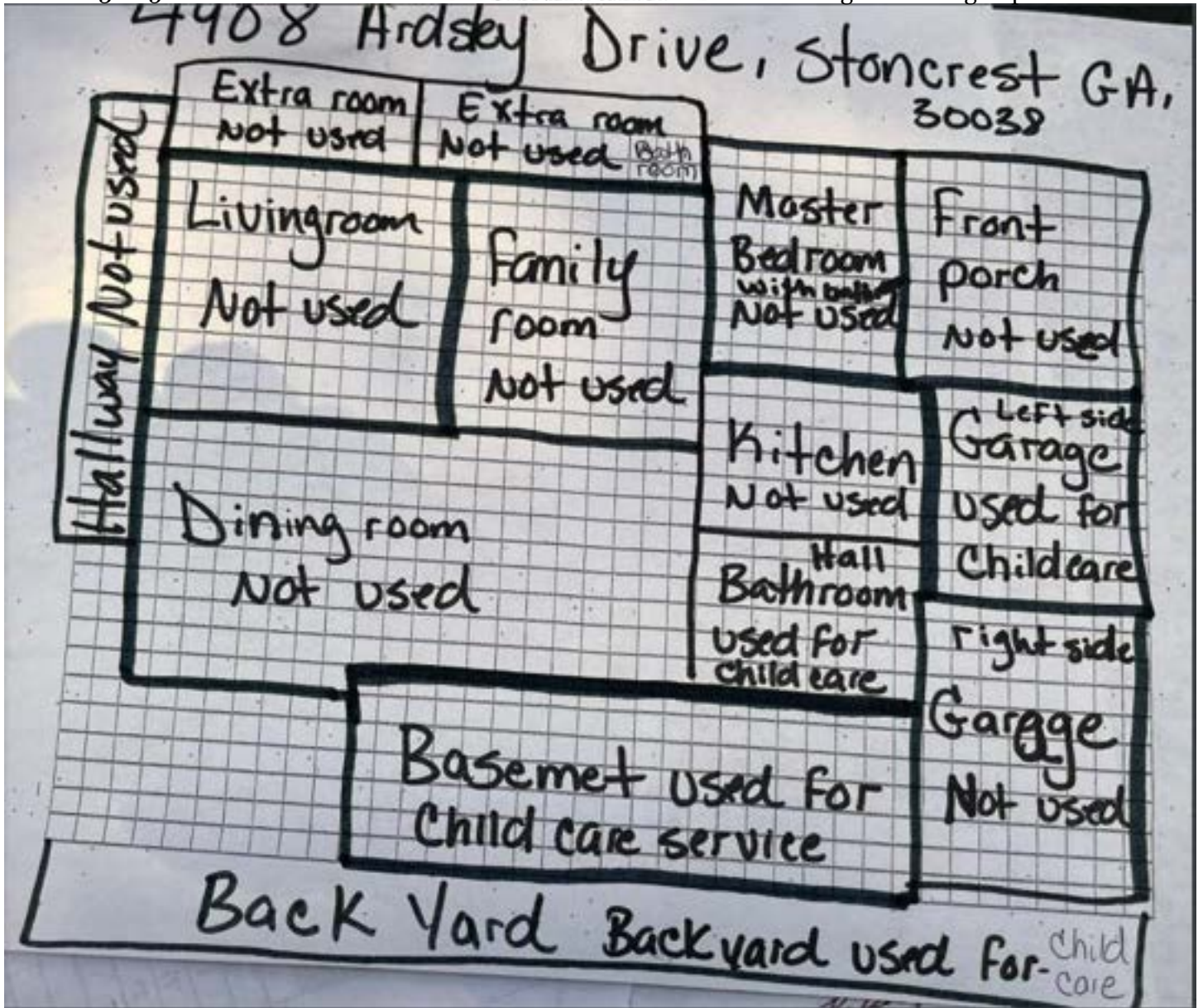
Planning and Zoning Department

Submitted Site Plan

SLUP23-005

Planning and Zoning Department





Letter of Intent

Attn: Letter of Intent

To whom this letter of Intent concerns.
I, Fishaye Lowe would like to obtain a
business license with the City of Stonecrest.
The business license is for educational
purpose in a home base setting. I am
aware that the next step would be is to
obtain a special use permit. Thanks

Fishaye Lowe
404-437-8040

STATE OF GEROGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO APPROVE SPECIAL LAND USE PERMIT 23-005 ON PARCEL NUMBER**
3 **16 012 01 138 TO ALLOW THE OPERATION OF TO OPERATE A CHILDCARE**
4 **SERVICE AS A TYPE II HOME OCCUPATION AT 4908 ARDSLEY DRIVE; TO**
5 **PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING**
6 **ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO**
7 **PROVIDE FOR OTHER LAWFUL PUPOSES.**

8 **WHEREAS**, the governing body of the City of Stonecrest (“City”) is the Mayor and City
9 Council (“City Council”) thereof; and

10 **WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
11 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

12 **WHEREAS**, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
13 relating to its property, affairs, and local government; and

14 **WHEREAS**, the City of Stonecrest has been vested with substantial powers, rights, and
15 functions to generally regulate the use of real property to maintain health, morals, safety, security,
16 peace, and the general welfare of the City; and

17 **WHEREAS**, the City received an application for the approval of the operation of a
18 childcare service as a type II home occupation at 4908 Ardsley Drive; and

19 **WHEREAS**, pursuant to the City’s Zoning Ordinance applicants who desire to operate a
20 Type II Home Occupation must obtain a special land use permit; and

21 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
22 pursuant to the provisions of the City’s Zoning Procedures Law; and

23 **WHEREAS**, the City has properly advertised and held a public hearing before the
24 Planning Commission regarding SLUP 23-005, the request for a childcare service as a type II home
25 occupation at 4908 Ardsley Drive; and

26 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
27 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
28 this Ordinance; and

29 **WHEREAS**, the Director of Planning and Zoning recommends approval of special land
30 use permit 23-005 of property located at 4908 Ardsley Drive; and

31 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
32 impacted by the adoption of this Ordinance.

33 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
34 **THE CITY OF STONECREST, GEORGIA, as follows:**

35
36 **Section 1.** SLUP 23-005, the operation of a childcare service as a type II home occupation
37 at 4908 Ardsley Drive, satisfying Section 4.2.31. (Home occupations and private educational uses)
38 in Chapter 27 of the City of Stonecrest Code of Ordinances, is **APPROVED WITH**
39 **CONDITIONS** as follows:

- 40 **1.** Applicant must comply and remain in compliance with all International Building Code
41 regarding care facilities within a dwelling;
42 **2.** No city permit for the operation of the childcare services shall be transferable; will only
43 be permitted for the owner/operator Teshaye Lowe and Nathaniel Lowe;

- 44 3. A City of Stonecrest business license is required before operating the Childcare Service;
- 45 4. No parking is permitted on the street or on lawn area of subject property;
- 46 5. No child shall remain at the subject property for no more than 12 (twelve) hours per
- 47 day; and Play area shall be secured and not easily accessible to the public.

48 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all

49 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their

50 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

51 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent

52 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is

53 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is

54 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent

55 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually

56 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

57 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for

58 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the

59 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the

60 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the

61 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any

62 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to

63 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and

64 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and

65 effect.

66 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to

67 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

77 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
78
79 expressly repealed.

80
81 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
82
83 State of Georgia and the City of Stonecrest.

84
85 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
86
87 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
88
89 Stonecrest, Georgia.

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY COUNCIL AGENDA ITEM

SUBJECT: Appointments to Charter Commission

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Appointments
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Appointments
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: George Turner, Mayor Pro-Tem

PRESENTER: George Turner, Mayor Pro-Tem

PURPOSE: To make appointments to the Charter Commission.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Charter Review Commission Appointee's
- (2) Attachment 2 - Resolution
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

CHARTER REVIEW COMMISSION APPOINTEE'S

1. Mayor Cobble
Mr. Joel Thibodeaux
2. District 1 Councilmember Tara Graves
Ms. Lori Brown
3. District 2 Councilmember Rob Turner
Mr. Kirby Clements II, Esq.
4. District 3 Councilmember Alecia Washington
Ms. Lashawna Walker
5. Mayor Pro Tem George Turner
Ms. Patricia Smith
6. District 5 Councilmember Tammy Grimes
Aundre Stanton
7. Legal Appointee
8. State House Appointee
9. State Senate Appointee

1 **STATE OF GEORGIA**
2
3 **CITY OF STONECREST**
4

5 **RESOLUTION NO. _____**

6 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF**
7 **STONECREST, GEORGIA TO APPOINT MEMBERS TO THE CITY OF STONECREST**
8 **CHARTER COMMISSION AS AUTHORIZED BY THE GENERAL ASSEMBLY OF**
9 **THE STATE OF GEORGIA; AND FOR OTHER LAWFUL PURPOSES.**

10 **WHEREAS**, the City of Stonecrest (“City”) was created by Senate Bill 208, passed in the
11 Georgia General Assembly during the 2016 Session and subsequently confirmed by referendum;
12 and

13 **WHEREAS**, Senate Bill 208 provided a charter for the City of Stonecrest (the "City
14 Charter"); and

15 **WHEREAS**, the City Charter was amended by SB 21 on April 1, 2021 and,

16 **WHEREAS**, Section 6.05 of the City Charter states the mayor and the city council no later
17 than five years after the inception of the City to call for a City of Stonecrest Charter Commission
18 (“Charter Commission”) to review the city's experience and recommend to the General Assembly
19 any changes to the City’s Charter; and

20 **WHEREAS**, members of the Charter Commission shall be appointed as follows: one by
21 the mayor, one by each member of the city council, and one member appointed by a vote of the
22 members of the Georgia House of Representatives and one member voted by the members of the
23 Georgia Senate whose districts lie wholly or partially within the corporate boundaries of the City
24 of Stonecrest.

25 **NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of**
26 **Stonecrest, Georgia, as follows:** That the members of the City of Stonecrest Charter Commission
27 shall be appointed and serve as follows:

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MEMBERSHIP

- 1. Members of the Charter Commission shall be appointed as follows:
 - a. one by the mayor;
 - b. one by each member of the city council;
 - c. one member appointed by a vote of the members of the Georgia House of Representatives; and
 - d. one member voted by the members of the Georgia Senate whose districts lie wholly or partially within the corporate boundaries of the City of Stonecrest.
- 2. Neither the city council nor the mayor shall appoint themselves to serve as members of the commission.
- 3. The city attorney may serve as ex officio member of the Charter Commission with approval by the city council.
- 4. All members of the Charter Commission shall reside in the City of Stonecrest except those representing the Georgia House of Representative and the Georgia Senate.
- 5. Members must attend two-thirds of the Charter Commission meetings in a calendar year. Failure to do so warrants removal from the Charter Commission.

TERMS

- 1. Each Charter Commission member shall serve until the Recommendations for the City of Stonecrest Charter Report are complete.
- 2. Members filling vacancies shall serve the remainder of the term to which they were appointed.
- 3. Any member may be removed with or without cause by the City Council.

COMPENSATION

- 1. Charter Commission members will serve without compensation.

QUORUM

- 1. A majority of the actual number of Charter Commission members shall establish a quorum at the initial meeting. The number of members to establish a quorum may thereafter be specified by that Commission's rules of procedure. Any action taken requires a majority of affirmative votes of the quorum present.

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INITIAL MEMBERS

The members of the Charter Commission shall be as follows:

- 1. Mr. Joel Thibodeaux - Mayor
- 2. Ms. Lori Brown - District 1
- 3. Mr. Kirby Clements II, Esq. - District 2
- 4. Ms. Lashawna Walker - District 3
- 5. Ms. Patricia Smith - District 4
- 6. Aundre Stanton - District 5
- 7. Appointee of the Georgia House of Representatives
- 8. Appointee of the Georgia Senate
- 9. Ex-officio – City Attorney

BE IT FURTHER RESOLVED, that upon execution the City Council shall present to the DeKalb delegation to ensure the General Assembly appoints commission members in accordance with the City charter.

BE IT FURTHER RESOLVED, all resolutions, ordinances, and parts thereof in conflict herewith are hereby expressly repealed.

BE IT FURTHER RESOLVED, the City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Resolution, including its exhibits, as enacted.

BE IT FINALLY RESOLVED, the effective date of this Resolution shall be the date of adoption, unless otherwise specified herein.

SO RESOLVED this the _____ day of _____ 2023.

[SIGNATURES ON FOLLOWING PAGE]

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CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: MP 23-000002 6718 Varkel Lane

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Lot Combination
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 09/25/23 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Matthew Williams, Deputy Director of Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director of Planning and Zoning

PURPOSE: Applicant seeks to combine seven (7) parcels into one (1) parcel along Varkel Lane and Randall Road.

FACTS: Parcels at 6718, 6734, 6750, 6766, 6782, 6798 Varkel Lane and 2269 Randall Road are all zoned “M” for light industrial. The current use for this property is gravel truck parking. A Land Disturbance Permit (LDP) was approved in 2023 for the development of gravel truck parking. This LDP was applied for before the gravel truck parking momorantrium was in place and therefore not subject to the new standards.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Lot Combination



CITY COUNCIL AGENDA ITEM

- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

APPROVED

AP

AP#3135755

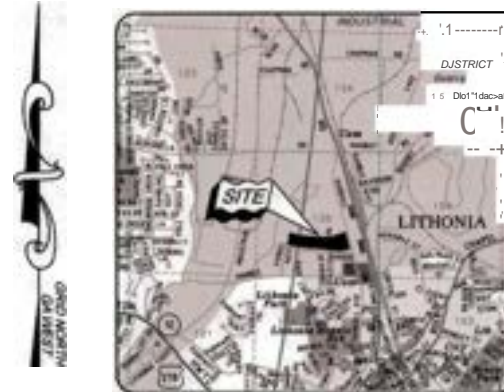
LOT COMBINATION PLAT
OF
LOTS 18-26
VAR-KEL, INC., UNIT TWO
(PLAT BOOK 99, PAGE 84)

LAND LOT 135, OF THE 16TH DISTRICT
DEKALB COUNTY, GEORGIA
CITY OF STONECREST

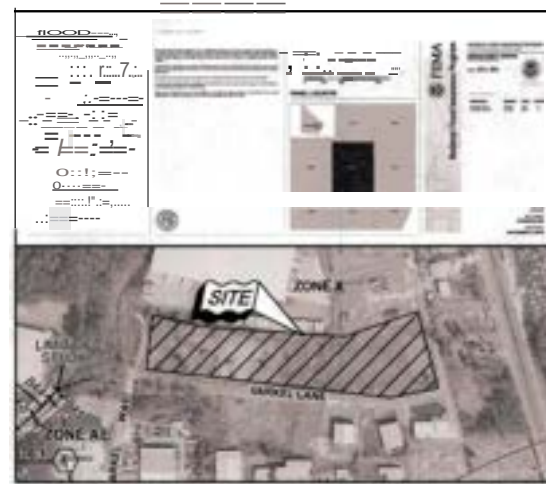
PREPARED FOR:

CAMERON STONECREST ID, LLC
4064 Colony Road Suite 315
Charlotte, NC 28211

LOCATION MAP



COPYRIGHT 2010 AERO SURVEYS OF GA, INC (NOT TO SCALE)



According to the FLR.M. of DeKalb County, panel number 13089C0176K, dated December 8, 2016, this property is not located in a Special Flood Hazard Area.

COMBINED LOT AREA:

(9.499 ACRES OR 413,784 SQ. FT.)

INDEX OF SHEETS:

SHT 1 - COVER SHEET
SHT 2 - CONSOLIDATION PLAT
SHT 3 - PROPOSED CONDITIONS PLAN

AP#3135755

CLOSURE STATEMENT
THE FIELD SURVEY WAS CONDUCTED BY THE SURVEYOR IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING INDUSTRY. THE SURVEY WAS CONDUCTED USING THE FOLLOWING METHODS AND EQUIPMENT:
- LINEAR MEASURE: TAPE
- ANGLES: TRANSIT
- DISTANCES: TAPE
- ELEVATIONS: LEVELING
- AREA: PLANIMETER
- VOLUME: PLANIMETER
- CURVES: TRANSIT
- ADJUSTMENTS: LEAST SQUARES
- ACCURACY: AS SHOWN ON THE PLAT
- ENCALCULATED FOR CLOSURE AND ADJUSTED USING THE FOLLOWING METHODS:
- ANGLES: TRANSIT
- DISTANCES: TAPE
- ELEVATIONS: LEVELING
- AREA: PLANIMETER
- VOLUME: PLANIMETER
- CURVES: TRANSIT
- ADJUSTMENTS: LEAST SQUARES
- ACCURACY: AS SHOWN ON THE PLAT

EQUIPMENT AND METHODS USED:
- LINEAR MEASURE: TAPE
- ANGLES: TRANSIT
- DISTANCES: TAPE
- ELEVATIONS: LEVELING
- AREA: PLANIMETER
- VOLUME: PLANIMETER
- CURVES: TRANSIT
- ADJUSTMENTS: LEAST SQUARES
- ACCURACY: AS SHOWN ON THE PLAT

FLOOD ZONE: AE
BASED ON FEMA FLOOD MAP NO. 13089C0176K, DATED DECEMBER 8, 2016. USER OF THIS PLAT ASSUMES ALL RISK AND NOTICE IS HEREBY GIVEN THAT KNOW WHATS BELOW, CALL BEFORE YOU DIG. UTILITY LOCATION SERVICE (811) SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION OF THE SITE.

ZONING: M (LIGHT INDUSTRIAL)
BUILDING SETBACKS:
FRONT: 60 FEET
SIDE: 20 FEET
SIDE CORNER: 40 FEET
REAR: 30 FEET
MAX BUILDING HEIGHT: FIRE DEPARTMENT AND RESCUE SERVICES MUST APPROVE OVER THREE STORIES TO ENSURE ADEQUACY OF FIRE PROTECTION FACILITIES.

SURVEYOR MAKES NO WARRANTY AS TO THE EFFECT OF ZONING TO THE CURRENT OR FUTURE USE OF THE SUBJECT PROPERTY. USER OF THIS PLAT IS HEREBY CAUTIONED TO CONSULT THE APPROPRIATE GOVERNING BODY FOR FINAL INTERPRETATION CONCERNING ZONING.

UTILITIES:
OVERHEAD AND UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURFACE OBSERVATIONS AND INFORMATION PROVIDED AT THE TIME OF THE SURVEY. SITE EXCAVATION HAS NOT BEEN CONDUCTED AND THEREFORE THE SURVEYOR CANNOT GUARANTEE ABSOLUTE ACCURACY OR THAT THERE ARE NO OMISSIONS IN LOCATING UNDERGROUND UTILITIES. THEREFORE THE SURVEYOR ASSUMES ALL LIABILITY FOR ANY DAMAGES CAUSED BY UTILITIES NOT SHOWN HEREON. USER OF THIS PLAT IS HEREBY CAUTIONED TO CONSULT THE APPROPRIATE GOVERNING BODY FOR FINAL INTERPRETATION CONCERNING ZONING.

STREAMS, BODIES OF WATER & WETLANDS:
ALL STREAMS, BODIES OF WATER, AND WETLANDS MAY BE SUBJECT TO STATE, COUNTY, AND LOCAL BUFFERS OR RESTRICTIONS. SURVEYOR MAKES NO INTERPRETATION REGARDING THESE BUFFERS OR RESTRICTIONS. USER OF THIS PLAT IS CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITY CONCERNING POSSIBLE BUFFERS OR RESTRICTIONS.

ARCHAEOLOGICAL & HISTORIC:
UNLESS SHOWN HEREON, NO CULTURAL, ARCHAEOLOGICAL, OR ARCHITECTURAL LANDMARKS ARE KNOWN TO EXIST ON THIS SITE. HOWEVER, SURVEYOR HAS NOT CONDUCTED A SURVEY OR CONSULTED WITH A QUALIFIED PROFESSIONAL IN THIS FIELD FOR ANCESTRAL CONFORMATION.

CERTIFICATION:
THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND REPRESENTS AN ASPECT OF PROFESSIONAL SERVICES.

REFERENCES:
1. PLAT BOOK 99, PAGE 84
2. DEED BOOK 17996, PAGE 197
3. OTHER REFERENCES SHOWN HEREON

LOT COMBINATION NOTES:
1. 7 EXISTING LOTS TO BE COMBINED INTO 1 LOT.
2. TAX ID: 16 135 01 038 THROUGH 16 135 01 043 TO BE COMBINED AND ADDED TO 16 135 01 038-046
3. RESULTING COMBINED TAX ID TO BE EXISTING PARCEL NUMBER 16 135 01 038-046 WITH STREET ADDRESS TO REMAIN 2268 RANDALL ROAD.
4. MAIL DELIVERY STAMPS TO REMAIN UNCHANGED.
5. SITE REMAINS UNDEVELOPED. NO NEW CONSTRUCTION ASSOCIATED WITH THIS LOT COMBINATION. ALL STREETS, EASEMENTS AND UTILITIES SHOWN WERE EXISTING AT THE TIME OF SURVEY.

LEGEND

- P.O.B. POINT OF BEGINNING
- CTF CRIMP TOP PIPE FOUND
- OTF OPEN TOP PIPE FOUND
- RBF REBAR FOUND
- P.O.L. POINT OF COMMENCEMENT
- LIGHT POLE
- POWER POLE
- 112" IRON AND PLASTIC CAP PLACED
- RM RIGHT-OF-WAY
- WV WATER LIVE
- GI GRATE INLET
- NIF NOW OR FORMERLY
- PH FIRE HYDRANT
- SH SANITARY SEWER MANHOLE
- SS SANITARY SEWER LINE
- (XXXXXX) RECORD DISTANCE
- IM1 WATER METER
- TRANS TRANSMISSION LINE
- EM ELECTRIC METER
- C/O CLEAN OUT
- GM GAS METER
- TP TELEPHONE PED/STAL
- OMP CORRUGATED METAL PIPE
- POE PROPOSED OPEN PIPE HERE
- EB ELECTRIC BOX
- HYD HYDRANT VALVE
- COMM COMMUNICATION
- CLF CHAIN LINK FENCE
- H/W HEADWALL
- CMF CONCRETE MONUMENT FOUND
- 181 MONUMENT FOUND
- @ STORM JUNCTION BOX

FOR USE BY CLERK OF SUPERIOR COURT ONLY

PLAT APPROVAL:
This plat has been submitted to and accepted by the Community Development Department for the City of Stonecrest, GA and has been approved as required by state law and city codes as meeting all conditions precedent to recording in the superior court of this circuit.

Director, Department of Community Development Date

OWNER'S ACKNOWLEDGEMENT:
I, the Owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey all streets indicated as public streets and rights-of-way, and further dedicate to the use of the public forever all alleys, parks, watercourses, drains, easements and public places hereon shown for the purposes and considerations herein expressed. In consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless the City of Stonecrest from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon, on account of the roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges within the proposed rights-of-way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams. And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that City of Stonecrest shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these presents.

The owner of record of the land shown on this plat and whose name is subscribed thereto in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, and dedicates to City of Stonecrest, as noted below, the complete ownership and use of all improvements constructed or to be constructed in accordance with this plat, and dedicates to the use of the public forever the following:

Public Street Right-of-Way: 60' x 100' x 60' x 100' = 24000 sq. ft.
Drainage Easement (Existing): 10' x 10' x 10' x 10' = 100 sq. ft.
Public Access/Pedestrian Easements: 10' x 10' x 10' x 10' = 100 sq. ft.
Public Water/Sewer Easements to DeKalb County: 10' x 10' x 10' x 10' = 100 sq. ft.

In witness whereof, I have hereunto set my hand this 15th day of August, 2023.

(Owner) MICHAEL W. ELLIOTT, JR., PE
AUTHORIZED AGENT FOR CAMERON STONECREST ID, LLC
County: DEKALB
My Commission Expires 04/19/25
Known: [] ID Provided: []
Type of ID: []

Notary Public: []
Date: 8-15-2023

FLOOD HAZARD:
The Special Flood Hazard Areas (SFHA) shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Stonecrest does not, by approving this plat, warrant their accuracy, and does not imply that land outside the areas of flood hazard shown will be free from flooding or flood damage. Further, the City of Stonecrest does not, by approving this plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner(s) of the land upon which they exist. The Owner of a lot or parcel that contains a flood hazard area is required to submit a site plan to the City of Stonecrest prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the SFHA within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of Stonecrest is required prior to the issuance of a building permit.

DRAINAGE:
The owner of record on behalf of himself (itself) and all successors in interest specifically releases the City of Stonecrest from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, river, or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by city regulations. The City may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance conducted for the common good shall not be construed as constituting a continuing maintenance obligation on the part of the City of Stonecrest nor abrogation of the City of Stonecrest's right to seek reimbursement for expenses from the owner(s) of the property (ies) or the lands that generated the conditions.
NOTE: Stream Buffers are to remain in a natural and undisturbed condition.
NOTE: Structures, other than approved storm structures, are not allowed in drainage easements.

SURVEYOR'S ACKNOWLEDGEMENT:
In my opinion, this plat, drawn by me or under my supervision, was made from an actual survey, and is a correct representation of the land platted and has been prepared in conformity with the minimum standards of the Surveying Profession.

PLAT NO. 2543

City of Stonecrest and DeKalb County personnel and/or agents shall have free and total access to and across easements.

DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT
I certify that the developer has complied with the potable water requirements and the sanitary sewer requirements of the County.
This ___ day of ___, 20__.

LOT COMBINATION PLAT

OF
LOTS 18-26
VAR-KEL, INC. - UNIT TWO
PLAT BOOK 99, PAGE 84

PREPARED FOR:

CAMERON STONECREST ID, LLC

PROPERTY INFORMATION	
LAND LOTS:	135
DISTRICT:	16th
SECTION:	NA
COUNTY:	DeKALB
STATE:	GEORGIA
CITY:	CITY OF STONECREST

DRAWING INFORMATION	
DATE:	01-11-2023
SCALE:	1/4"=50'
OWN:	JCS
CHECK:	JRG
JOB NO.:	15291
FILE:	15291-ALTA-0

SURVEYOR'S CERTIFICATE:

As required by subsection (d) of O.C.G.A. Section 47-2-7, this plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one or more of the applicable local jurisdictions do not require approval of this type of plat. For all applicable local jurisdictions that require approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such approvals, affirmations, or ordinance or resolution numbers should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 47-2-7.

J. es R. Green Date 08-15-2023
LS #2543

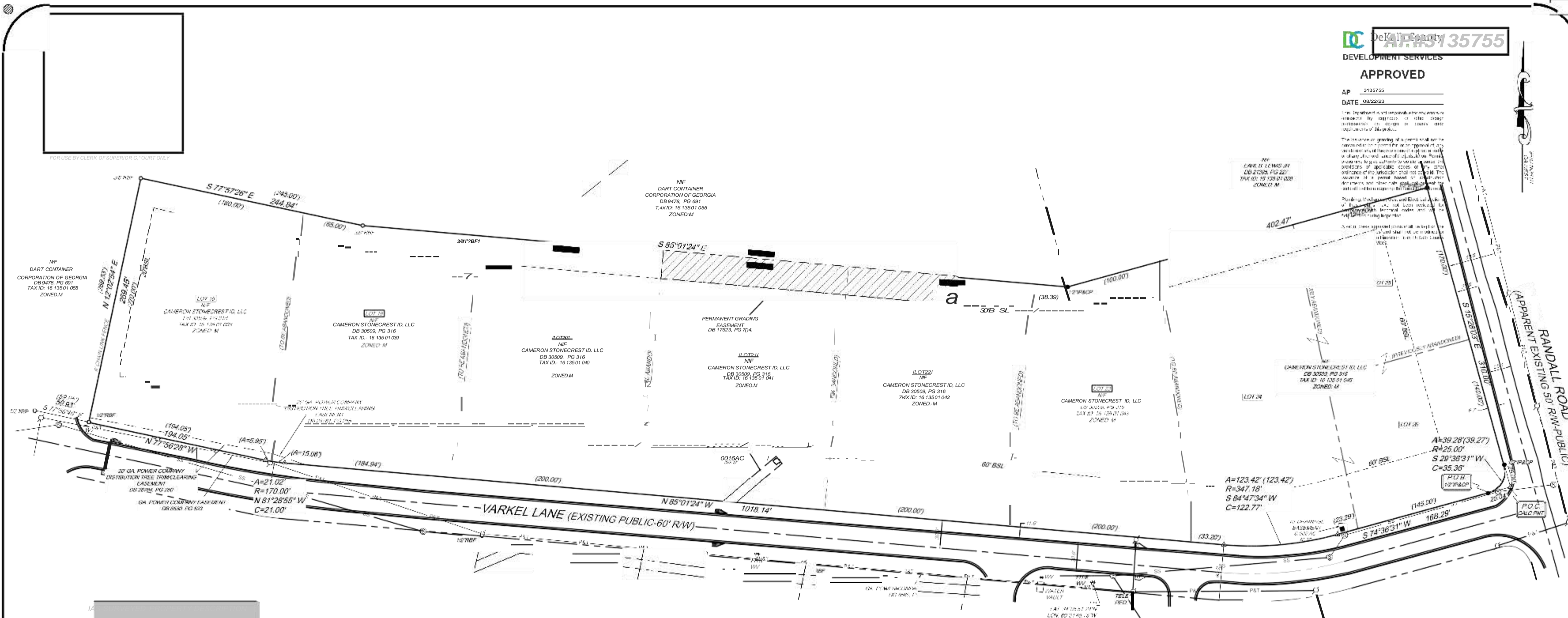


8/it::T'RO ENGINEERING & SURVEYING CO., INC.
SURVEYORS - ENGINEERS - PHOTOGRAMMETRISTS
PROVIDING PROFESSIONAL SERVICE SINCE 1967
1469 Highway 20 S.E. - McDonough, Georgia 30223
Phone: 770-701-1111 Fax: 770-701-1755
www.metro-engineering.com

APPROVED

AP 3135755
 DATE 08/22/23

The Engineer is not responsible for any errors or omissions in this drawing or for any consequences that may result from its use. The user of this drawing is advised to verify all information shown hereon and to consult with the appropriate governing authorities concerning possible restrictions or requirements. The user of this drawing is advised to verify all information shown hereon and to consult with the appropriate governing authorities concerning possible restrictions or requirements.

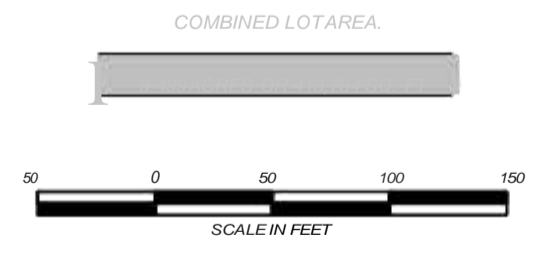


All of that tract or parcel of land lying and being in Land Lot 135, 16th District, DeKalb County, City of Stonecrest, Georgia and being more particularly described as follows:

Commencing at a point located at the intersection of the extended southwesterly right-of-way line of Randall Road (having a 60' right-of-way) with the extended northern right-of-way line of Varkel Lane (having a 60' right-of-way), then running along said extended right-of-way line of Varkel Lane, S 14°36'31\"/>

The above described property contains 9.499 acres or 413,784 sq. ft.
 The above described property is the same property described in the title commitment issued by First American Title Insurance Company, Commitment No. 33403.11, dated June 1, 2022.

- P.O.B. POINT OF BEGINNING
- CTF CRIMP TOP PIPE FOUND
- OTF OPEN TOP PIPE FOUND
- RFB REBAR FOUND
- P.O.C. POINT OF COMMENCEMENT
- 1" LIGHT POLE
- 1/2" POWER POLE
- 1/2" IRON AND PLASTIC CAP PLACED
- R/W RIGHT-OF-WAY
- WV WATER VALVE
- GRATE INLET
- NOWFORMERLY SANITARY SEWER MANHOLE
- FH FIRE HYDRANT
- SAINTARY SEWER MANHOLE
- RECORD DISTANCE
- WATER METER
- TRANSMISSION LINE
- EM ELECTRIC METER
- CO CLEAN OUT
- GM GAS METER
- TP TELEPHONE PED/STAL
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- HOPE HIGH DENSITY POLYETHYLENE
- EB ELECTRIC BOX
- HYDV HYDRANT VALVE
- COMM COMMUNICATION
- CLF CHAIN LINK FENCE
- HIV HEADWALL
- CMF CONCRETE MONUMENT FOUND
- MONUMENT FOUND
- STORM JUNCTION BOX



- CLOSURE STATEMENT**
- THE FIELD DATA UPON WHICH THIS MAP OR PIA IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 701,110 FEET AND AN ANGULAR ERROR OF 66 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND ITS ACCURACY IS 1 FOOT IN 588,620 FEET.
- EQUIPMENT AND FIELD SURVEY STATEMENT**
- LINEAR MEASUREMENTS AND ANGULAR MEASUREMENTS OBTAINED USING LEICA TS16 ROBOTIC TOTAL STATION
 - FIELD SURVEY WAS COMPLETED ON 07-06-2022.
- FLOOD ZONE**
- BASED ON RAHWALPHICAL INTERPRETATION, THIS PROPERTY IS SITUATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN) AS DEPICTED BY THE NFIP FLOOD INSURANCE RATE MAP NO. 13089C0170K, HAVING AN EFFECTIVE DATE OF DECEMBER 8, 2019. USER OF THIS INFORMATION IS CAUTIONED THAT A MORE PRECISE FLOOD DELINEATION MAY BE NECESSARY.
- ZONING**
- SITE IS ZONED: M (LIGHT INDUSTRIAL)
- BUILDING SETBACKS**
- FRONT: 60 FEET
 - SIDE: 20 FEET
 - REAR: 30 FEET
 - MAX BUILDING HEIGHT FIRE DEPARTMENT AND RESCUE SERVICES MUST APPROVE OVER THREE STORIES TO ENSURE ADEQUACY OF FIRE PROTECTION FACILITIES.
- SURVEYOR MAKES NO WARRANTY AS TO THE EFFECT OF ZONING TO THE CURRENT OR FUTURE USE OF THE SUBJECT PROPERTY. USER OF THIS MAP IS HEREBY CAUTIONED TO CONSULT THE APPROPRIATE GOVERNING BODY FOR FINAL INTERPRETATION CONCERNING ZONING.**

- UTILITIES**
- OVERHEAD AND UNDERGROUND UTILITIES THAT ARE SHOWN HEREON ARE BASED UPON FIELD SURFACE OBSERVATIONS AND INFORMATION PROVIDED AT THE TIME OF THE SURVEY. SITE EXCAVATION WAS NOT PERFORMED IN ANY WAY TO MEASURE ANY SUBSURFACE UTILITY OR FEATURE OF ANY TYPE. HOWEVER, DUE TO THE NATURE OF THIS TYPE OF WORK, WE CANNOT GUARANTEE ABSOLUTE ACCURACY OR THAT THERE ARE NO OMISSIONS IN LOCATING UNDERGROUND UTILITIES. THEREFORE, WE DISCLAIM ALL LIABILITY FOR ANY DAMAGES BASED ON UTILITY INFORMATION PROVIDED BY THIS SURVEY. USER OF THIS INFORMATION ASSUMES ALL RISK AND NOTICE IS HEREBY GIVEN THAT "KNOW WHATS BELOW" CALL BEFORE YOU DIG." UTILITY LOCATION SERVICE (811) SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION OF THE SITE.
- STREAMS, BODIES OF WATER, & WETLANDS**
- ALL STREAMS, BODIES OF WATER, AND WETLANDS MAY BE SUBJECT TO STATE, COUNTY, AND LOCAL BUFFERS OR RESTRICTIONS. SURVEYOR MAKES NO INTERPRETATION REGARDING THESE BUFFERS OR RESTRICTIONS. USER OF THIS MAP IS CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING POSSIBLE BUFFERS OR RESTRICTIONS.
- ARCHAEOLOGICAL & HISTORIC**
- UNLESS SHOWN OTHERWISE, NO CEMETERIES, ARCHAEOLOGICAL, OR ARCHITECTURAL LANDMARKS ARE KNOWN TO EXIST ON THIS SITE. HOWEVER, SURVEYOR HAS NOT EXCAVATED THE SITE OR CONSULTED WITH A QUALIFIED PROFESSIONAL IN THIS FIELD FOR ABSOLUTE CONFORMANCE.
- CERTIFICATION**
- THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE FOR THE CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICES.
- REFERENCES**
- PIA 1700309, PAGE 94
 - DEED BOOK 17896, PAGE 197
 - OTHER REFERENCES SHOWN HEREON
- LOT COMBINATION NOTES**
- UNLESS SHOWN OTHERWISE, COMBINED INTO 1 LOT
 - TAX ID: 16 135 01 038 THROUGH 16 135 01 041 TO BE COMBINED AND ADDED TO 16 135 01 038-046
 - RESULTING COMBINED TAX ID TO BE EXISTING PARCEL NUMBER 16 135 01 038-046 WITH STREET ADDRESS TO REMAIN 2289 RANDALL ROAD
 - MAIL DELIVERY STATUS TO REMAIN UNCHANGED
 - SITE REMAINS UNDEVELOPED. NO NEW CONSTRUCTION ASSOCIATED WITH THIS LOT COMBINATION. ALL STREETS, EASEMENTS AND UTILITIES SHOWN WERE EXISTING AT THE TIME OF SURVEY

CONSOLIDATION PLAT

OF
 LOTS 18-26
 VAR-KEL, INC. - UNIT TWO
 PLAT BOOK 99, PAGE 84

PROPERTY INFORMATION	
LAND LOTS:	135
DISTRICT:	16th
SECTION:	NA
COUNTY:	DeKALB
STATE:	GEORGIA
CITY:	CITY OF STONECREST

DRAWING INFORMATION	
DATE:	01-11-2023
SCALE:	1"=50'
DWN/JCS:	R(1)-08-15-2023
CHK/JRG:	
JOB No.:	15291
FILE:	15291-ALTA-O

(SURVEYOR'S CERTIFICATE)

As required by subsection (d) of C.G.A. Section 15-6-07, this plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one or more of the applicable local jurisdictions that do not require approval of this type of plat. For any applicable local jurisdiction that requires approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such approvals, affirmations, or ordinance or resolution numbers should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-04.

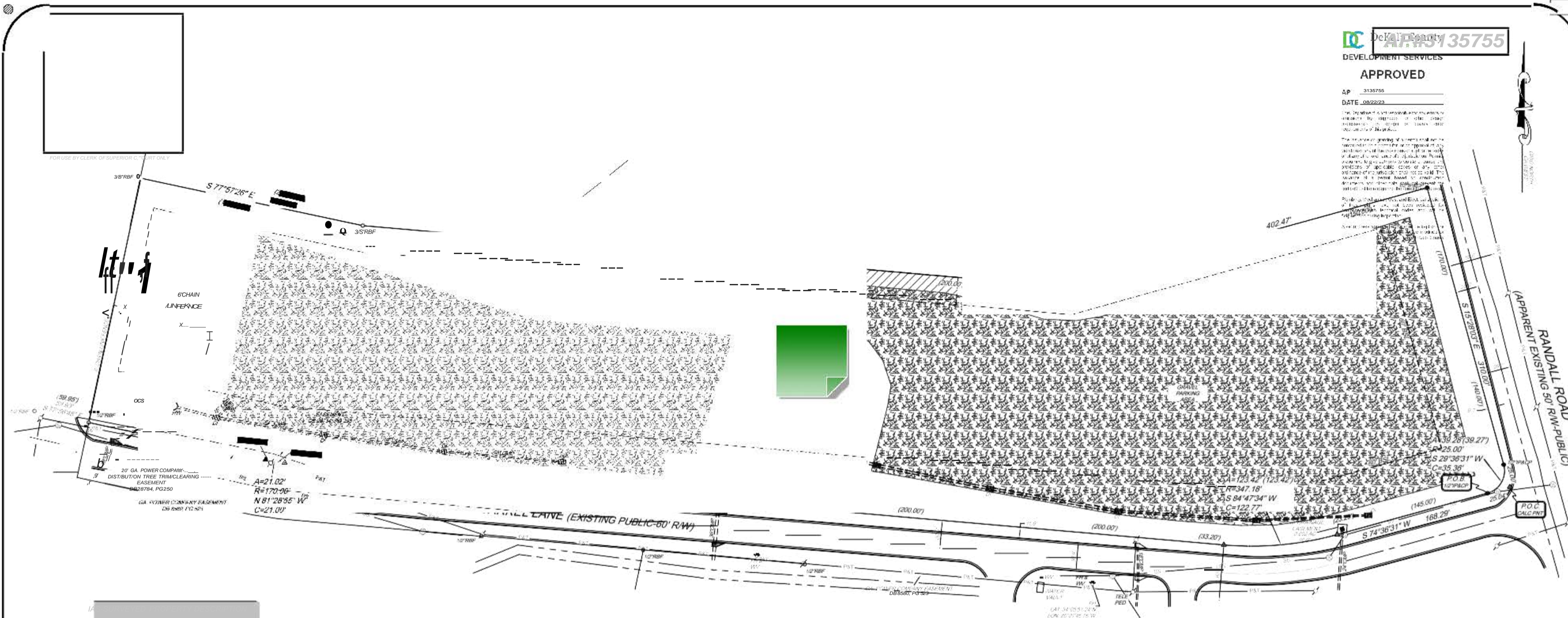
Surveyor: R. Green
 Date: 08/15/2023
 License #: 67543



APPROVED

AP 3135755
 DATE 08/22/23

The Department of Planning and Development hereby approves the proposed improvements shown on this map for the subject property. This approval is based on the information provided by the applicant and does not constitute a warranty of accuracy or completeness of the information provided. The applicant is responsible for providing accurate and complete information. This approval is subject to the conditions set forth in the approved map and any applicable laws, rules, and regulations. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate agencies. This approval is valid for a period of 180 days from the date of approval. If the applicant does not complete the improvements within this period, this approval shall expire. The Department of Planning and Development reserves the right to withdraw this approval at any time if the applicant fails to comply with the conditions of approval or if the information provided is found to be inaccurate or incomplete. This approval is not a guarantee of the value of the property or the accuracy of the information provided. The applicant is responsible for obtaining a current appraisal of the property. This approval is not a guarantee of the accuracy of the information provided. The applicant is responsible for obtaining a current appraisal of the property.



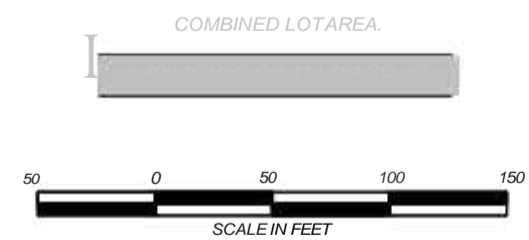
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Commencing at a point located at the intersection of the extended southwesterly right-of-way line of Randall Road (having a 60' right-of-way) with the extended northern right-of-way line of Varkel Lane (having a 60' right-of-way), then running along said extended right-of-way line of Varkel Lane, S 14° 36' 31\"/>

The above described property contains 9.499 acres or 413,784 sq. ft.
 The above described property is the same property described in the title commitment issued by First American Title Insurance Company, Commitment No. 33403.11, dated June 1, 2022.

PROPOSED IMPROVEMENTS SHOWN HEREON ARE TAKEN FROM AS-BUILT EXHIBIT PREPARED FOR DOGWOOD, VARKEL TRUCKING PREPARED BY GASKINS LECRAW DATED 08-01-2023

- P.O.B. POINT OF BEGINNING
- CTF CRIMP TOP PIPE FOUND
- OTF OPEN TOP PIPE FOUND
- RBF REBAR FOUND
- P.O.C. POINT OF COMMENCEMENT
- LIGHT POLE
- POWER POLE
- 1/2" IRON AND PLASTIC CAP PLACED
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- WATER VALVE
- GRATE INLET
- NOW OR FORMERLY
- FIRE HYDRANT
- SANITARY SEWER MAINHOLE
- SANITARY SEWER LINE
- RECORD DISTANCE
- WATER METER
- TRANSMISSION LINE
- EM ELECTRIC METER
- CLEAN OUT
- GAS METER
- TELEPHONE PED/STAL
- CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- HOPE HIGH DENSITY POLYETHYLENE
- EB ELECTRIC BOX
- HYDV HYDRANT VALVE
- COMM COMMUNICATION
- CLF CHAIN LINK FENCE
- HW WALL HEADWALL
- CMF CONCRETE MONUMENT FOUND
- BM MONUMENT FOUND
- SJ STORM JUNCTION BOX



- CLOSURE STATEMENT**
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- EQUIPMENT AND FIELD SURVEY STATEMENT**
 - LINEAR MEASUREMENTS AND ANGULAR MEASUREMENTS OBTAINED USING LEICA TS16 ROBOTIC TOTAL STATION
 - FIELD SURVEY WAS COMPLETED ON 07-06-2022.
- FLOOD ZONE**
 - BASED ON TERRESTRIAL INTERPRETATION, THIS PROPERTY IS SITUATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN) AS DEPICTED BY THE NFIP FLOOD INSURANCE RATE MAP NO. 13089C0176K, HAVING AN EFFECTIVE DATE OF DECEMBER 8, 2016. USER OF THIS INFORMATION IS CAUTIONED THAT A MORE PRECISE FLOOD DELINEATION MAY BE NECESSARY.
- ZONING**
 - SITE IS ZONED: M (LIGHT INDUSTRIAL)
 - BUILDING SETBACKS**
 - FRONT: 60 FEET
 - SIDE: 20 FEET
 - SIDE CORNER: 60 FEET
 - REAR: 30 FEET
 - MAX BUILDING HEIGHT: FIRE DEPARTMENT AND RESCUE SERVICES MUST APPROVE OVER THREE STORIES TO ENSURE ADEQUACY OF FIRE PROTECTION FACILITIES.
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- ARCHAEOLOGICAL & HISTORIC**
 - UNLESS SHOWN OTHERWISE, ARCHAELOGICAL OR ARCHITECTURAL LANDMARKS ARE KNOWN TO EXIST ON THIS SITE. HOWEVER, SURVEYOR HAS NOT EXCAVATED THE SITE OR CONSULTED WITH A QUALIFIED PROFESSIONAL IN THIS FIELD FOR ABSOLUTE CONFORMANCE.
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- REFERENCES**
 - 1. DEED BOOK 17896, PAGE 84
 - 2. DEED BOOK 17896, PAGE 197
 - 3. OTHER REFERENCES SHOWN HEREON
- LOT COMBINATION NOTES**
 - 1. COMBINED INTO 1 LOT
 - 2. TAX ID: 16 135 01 038 THROUGH 16 135 01 041 TO BE COMBINED AND ADDED TO 16 135 01 038-046
 - 3. RESULTING COMBINED TAX ID TO BE EXISTING PARCEL NUMBER 16 135 01 038-046 WITH STREET ADDRESS TO REMAIN 2269 RANDALL ROAD
 - 4. MAIL DELIVERY STATUS TO REMAIN UNCHANGED
 - 5. SITE REMAINS UNDEVELOPED. NO NEW CONSTRUCTION ASSOCIATED WITH THIS LOT COMBINATION. ALL STREETS, EASEMENTS AND UTILITIES SHOWN WERE EXISTING AT THE TIME OF SURVEY.

PROPOSED CONDITIONS PLAN
 OF
 LOTS 18-26
 VAR-KEL, INC. - UNIT TWO
 PLAT BOOK 99, PAGE 84

PROPERTY INFORMATION	
LAND LOTS:	135
DISTRICT:	16th
SECTION:	NA
COUNTY:	DeKALB
STATE:	GEORGIA
CITY:	CITY OF STONECREST

DRAWING INFORMATION	
DATE:	01-11-2023
SCALE:	1"=50'
REVISIONS:	R(1)-08-15-2023
DWN/JCS	
CHK/JRG	
JOB No.:	15291
FILE:	15291-ALTA-O

(SURVEYOR'S CERTIFICATE)
 As required by subsection (d) of O.C.G.A. Section 15-6-07, this plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one or more of the applicable local jurisdictions do not require approval of this type of plat. For any applicable local jurisdiction that requires approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such approvals, affirmations, or ordinance or resolution numbers should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-07. The undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-07.

Green
 Date: 08-15-2023



M'E-RO ENGINEERING & SURVEYING CO., INC.
 SURVEYORS - ENGINEERS - PHOTOGRAMMETRISTS
 PROVIDING PROFESSIONAL SERVICE SINCE 1967
 1469 Highway 20 - St. McDonough, Georgia 30253
 Phone: 770-101-0711 - Fax: 770-701-0755
 www.mero-engineering.com



CITY COUNCIL AGENDA ITEM

SUBJECT: RZ 23-003 4700 Browns Mill Road

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 08/28/23 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Matthew Williams, Deputy Director of Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director of Planning and Zoning

PURPOSE: Applicant is seeking a major modification of the conditions of the subject property to change the conditions from zoning case number CZ-05-32, to allow for 46 Single-Family Detached Dwellings.

FACTS: The correct number of units for this development is 46 units. The applicant verified that they mistakenly included “49” units on one page of the application however the letter of intent states “46” The applicant made this statement at the August 1st, 2023 Planning Commission Meeting.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Other - Please State 3 Approvals and 1 Denial with 1 Additional Condition

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance
- (3) Attachment 3 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

(vacant)
Director
Planning and Zoning
Department



Matthew
Williams
Deputy Director
Planning and
Zoning
Department

TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: RZ-23-003

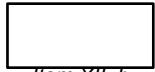
ADDRESS: 4700 Browns Mill Road

MEETING DATE: October 23, 2023

Summary: Applicant is seeking a major modification of the conditions of the subject property to change the conditions from zoning case number CZ-05-32, to allow for 46 Single-Family Detached Dwellings.

STAFF RECOMMENDATION: 3 APPROVALS AND 1 DENIAL with 1 additional condition

PLANNING COMMISSION RECOMMENDATION: Deferral to address the issue traffic, design/elevations, price point, and undeveloped land use for a green space.



Item XII. b.

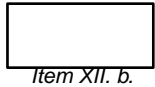
RZ-23-003

Planning and Zoning Department

District #4: George Turner, Jr.

PROPERTY INFORMATION	
Location of Subject Property: 4700 Browns Mill Road	
Parcel Number: 16-012-01-007	
Road Frontage: Browns Mill Road	Total Acreage: 24.02 +/-
Current Zoning: RSM (Small Lot Residential Mix)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: SUB (Suburban)	
Zoning Request: Applicant is seeking a major modification of conditions of the subject property to change the conditions from zoning case number CZ-05-32, to allow for 46 Single-Family Detached Dwellings.	
Zoning History (CZ-05-32): Subject property went through a rezoning process in June 2005 by way of Dekalb County. The applicant was City of Hope Ministries, Incorporation who desired to construct a townhome subdivision.	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Battle Law P.C.
Applicant Address: 3562 Habersham at North Lake, Building J, Suite 100
Property Owner Name: Ray of Hope Christian Church Disciples of Christ, Inc.
Property Owner Address: 4700 Browns Mill Road



DETAILS OF ZONING REQUEST

The rezoning case, **CZ-05-32**, initially went through the entitlement process in 2005 by way of Dekalb County. The Applicant at that time, City of Hope Ministries, Inc. petitions to rezone subject property from R-100 to RA-8 to allow for a senior community of 112 attached townhome units. The petition was approved on June 14, 2005, with ten (10) conditions.

The Applicant, Battle Law P.C., on the behalf of the property’s owner, Ray of Hope Christian Church Disciples, is seeking to develop 46 single-family detached homes on the subject parcel. The Applicant is seeking a Major Modification of Conditions of the Subject Property to change the following conditions from zoning case number CZ-05-32 to allow for the development: conditions 1, 6, 7, and 10. The original conditions are listed below with the proposed changes in red.

Condition 1: The maximum number of units shall be ~~112 single-family attached townhome units.~~ **49 single-family detached units.**

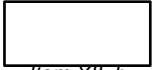
Condition 6: The proposed development shall be conditioned upon the ~~concept site plan prepared by James Harwick & Partners, dated March 3, 2005.~~ **final site plan submitted to the Planning Department prior to the final City Council hearing.**

Condition 7: Any and all single-family ~~attached townhome unit(s)~~ **detached units** shall have a minimum heated floor area of ~~700~~ **1,200** square feet.

Condition 10: ~~The entrance to the development shall be gated, and fencing around the community shall be black aluminum with columns of either brick or stacked stone.~~ **DELETE**

ADJACENT ZONING & LAND USE

NORTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings
SOUTH	Zoning: R-100 (Residential Medium Lot)	Land Use: More Than Conquerors Church
EAST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings
WEST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings



PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently undeveloped with one (1) road frontage (Browns Mill Road). There are floodplain and/or statewaters on the subject property.

MODIFICATIONS AND CHANGES TO APPROVED CONDITIONS OF ZONING CRITERIA

1. The movement of any building or structure adjacent to an exterior boundary line, closer to the boundary line of the property;
2. Any increase in the number of dwelling units or any increase in the total amount of floor space of any nonresidential building;
3. Any decrease in the size of residential units imposed in the original conditional zoning amendment;
4. Any change in any buffer requirements imposed in the original conditional zoning amendment;
5. Any increase in the height of any building or structure;
6. Any change in the proportion of floor space devoted to different authorized uses; or
7. Any change to conditions, except minor changes, as defined in subsection A. of this section, imposed by the city council when approving any change to the official zoning map, commonly referred to as a rezoning or a zoning amendment.

RECOMMENDATION

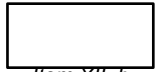
Staff recommends the following:

- **APPROVAL** of Modification of Condition 1
- **APPROVAL** of Modification of Condition 6
- **APPROVAL** of Modification of Condition 7
- **DENIAL** of Modification of Condition 10

Recommended Approval Condition(s):

1. The development shall be subject to senior housing only.

The Planning Commission recommends deferral to address issues of the community.



Item XII. b.

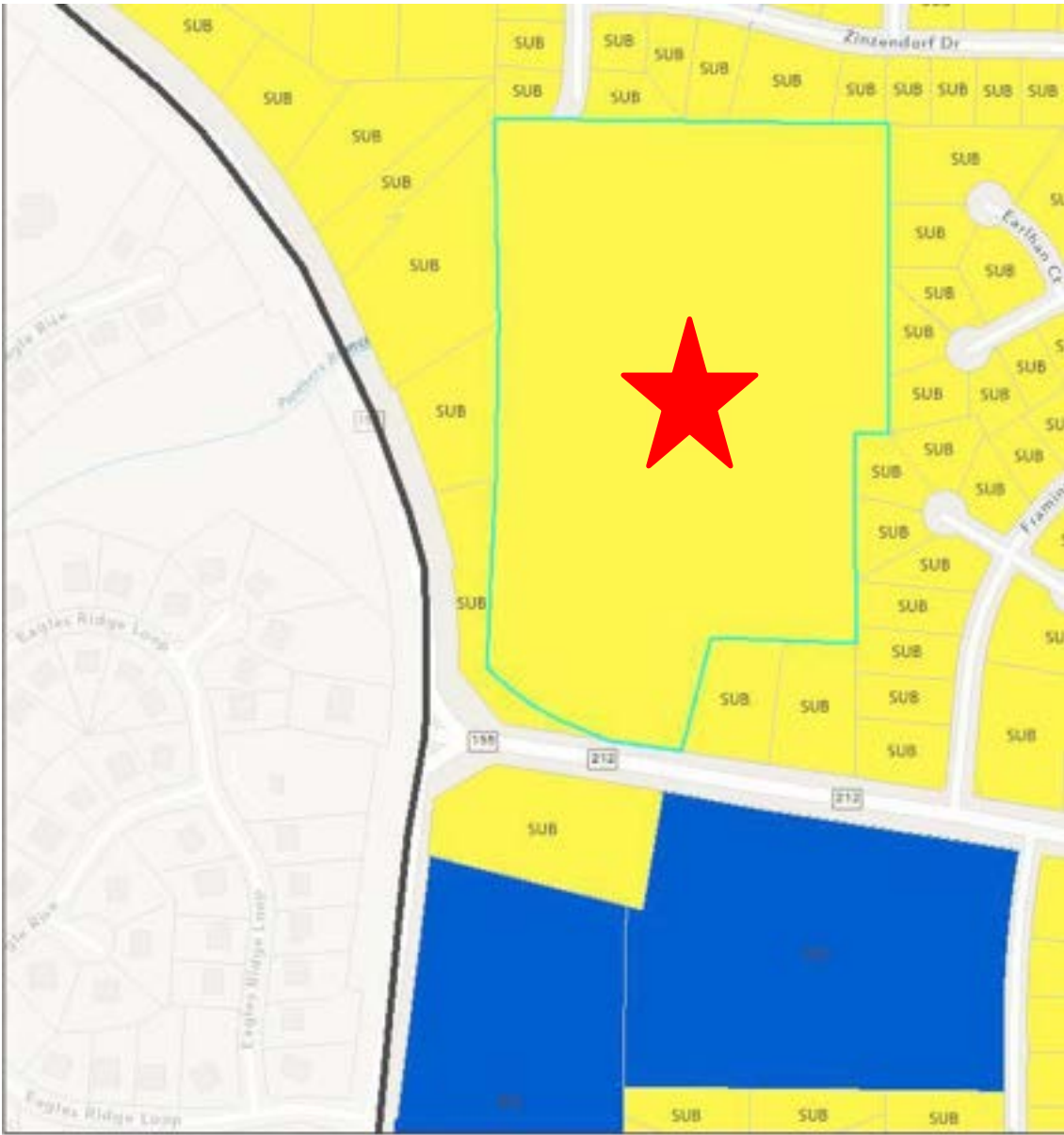
RZ-23-003

Planning and Zoning Department

Attachments Included:

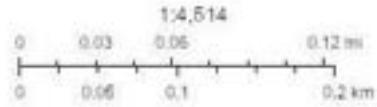
- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Zoning Conditions**
- **Letter of Intent**
- **Environmental Site Analysis**

Future Land Use Map

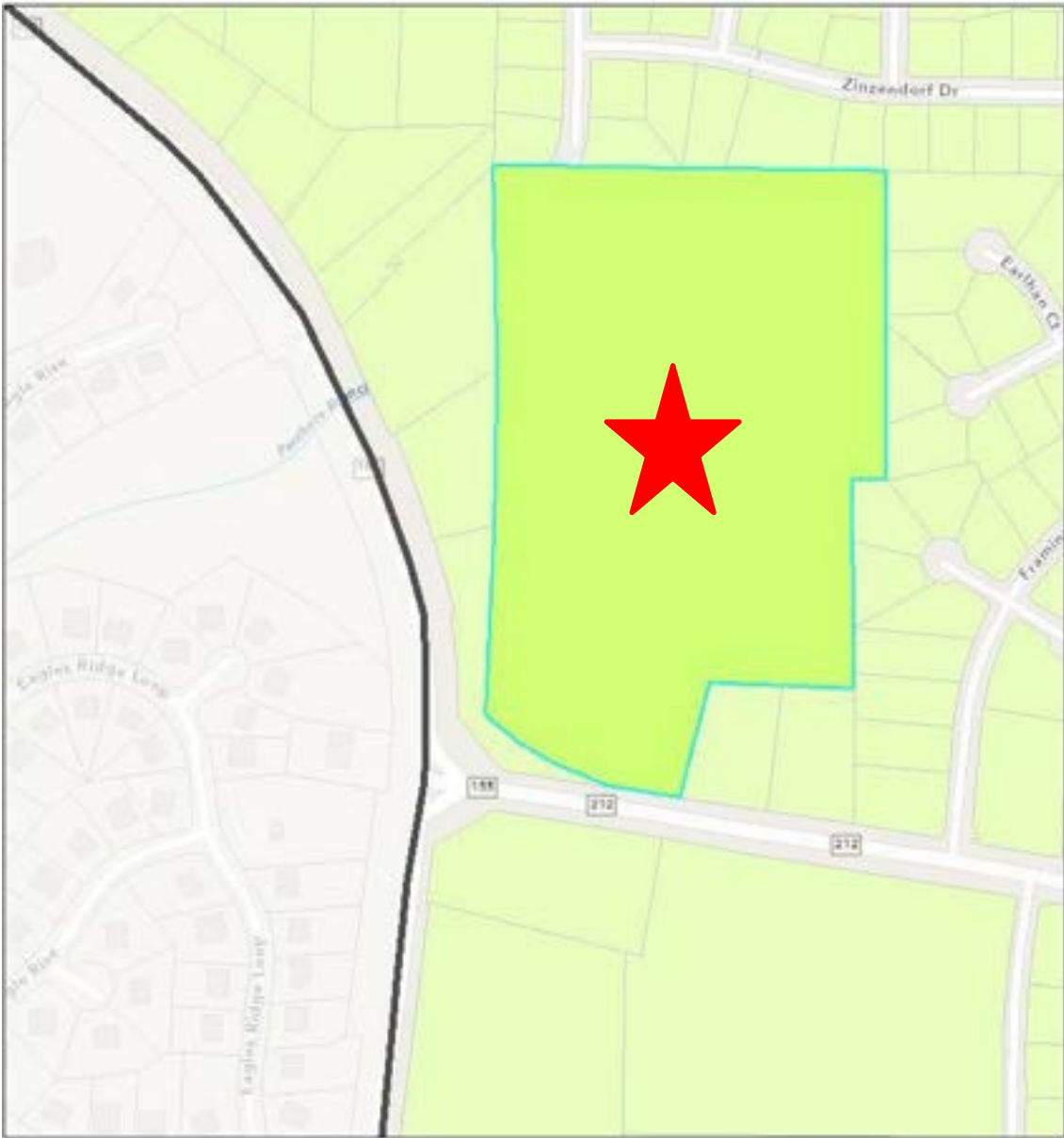


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- | | | | |
|---|--------------------|---|-----------------|
|  | Stonecrest Parcels |  | Future Land Use |
|  | City Limits |  | Institutional |
|  | DeKalb Parcels |  | Suburban |

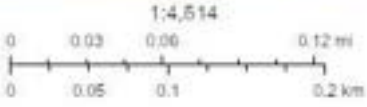


Zoning Map



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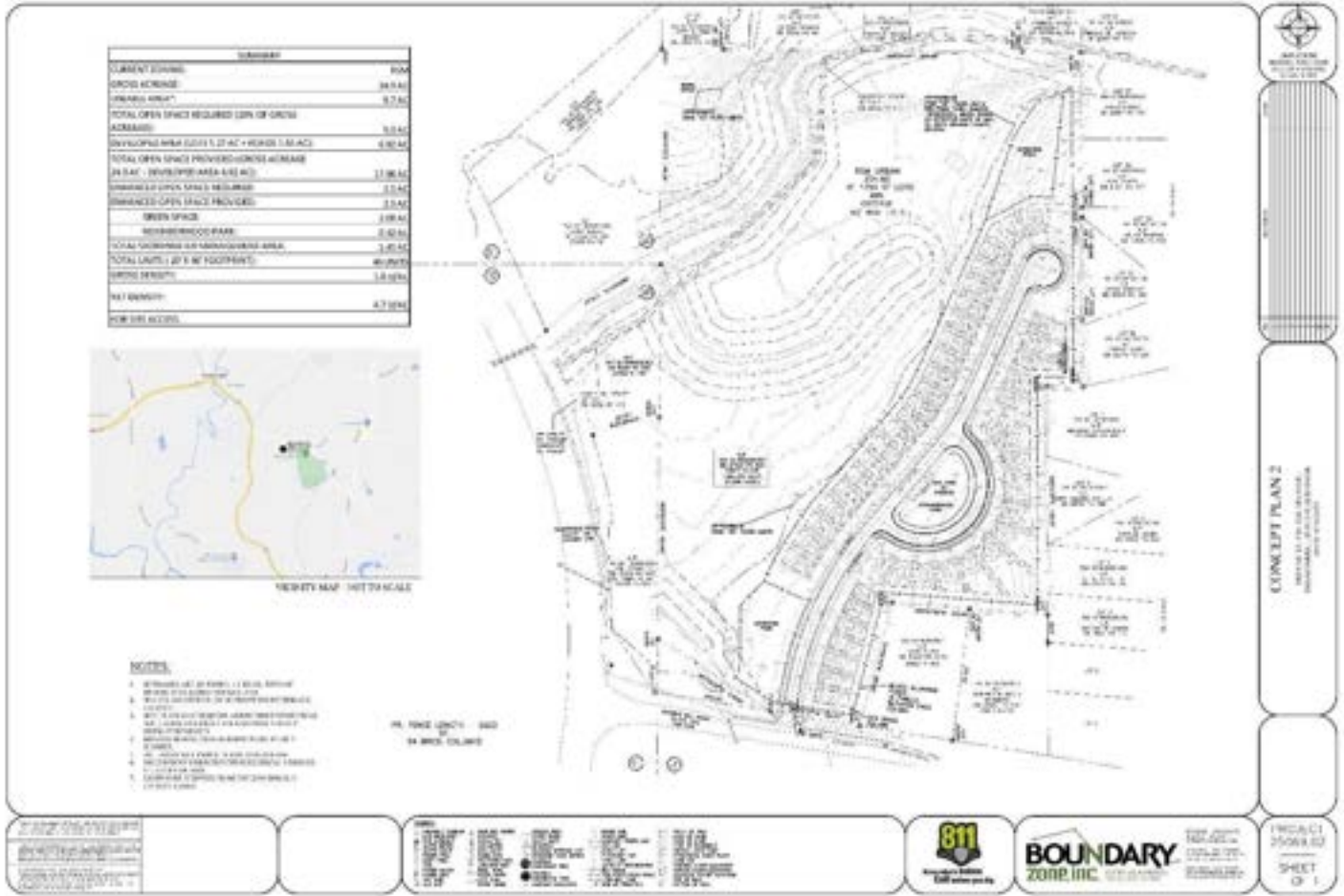
- | | | |
|---|--------------------|---|
|  | Stonecrest Parcels | Zoning |
|  | City Limits |  R-100 - Residential Med Lot |
|  | DeKalb Parcels |  RSM - Small Lot Residential Mix |



Aerial Map



Submitted Site Plan



Zoning Conditions – CZ-05-32

COMM. _____
ITEM NO. H-11 6/14/05
CLERK'S OFFICE Conn. H. Johnson

City Of Hope Ministries, Inc.
Z-05-32
Rezoning Conditions

1. The maximum number of units shall be 112 single family attached townhome units.
2. The development ~~will~~ ^{shall} include sidewalks on both sides of internal streets, underground utilities, and streetlights. gll gll
3. There shall be no vinyl or aluminum siding used within the development. All buildings shall have exteriors of brick, stucco, stone or other masonry, "Hardi-Plank" clapboards, cedar shake or shingles, or some combination of these materials.
4. The applicant agrees to provide for adequate turn lanes into the development ~~subject to approval of~~ ^{as determined by} DeKalb and Georgia DOT.
5. Each entrance to the development ~~will have~~ ^{County gll} a decorative landscaped entrance. The design plan shall be submitted with the sketch plat approval application and shall be subject to review ~~and approval~~ ^{shall gll} by the Planning Commission.
6. The proposed development shall be conditioned upon the concept site plan prepared by James Harwick Partners dated March 3, 2005 gll.
7. Any and all single family attached townhome unit(s) shall have a minimum heated floor area of 700 square feet. gll
8. There shall be an entrance monument identifying the development, to be constructed out of brick or stacked stone.
9. The roofing materials shall ~~include~~ ^{be} three dimensional, architectural styled shingles. gll
10. The entrance to the development shall be gated, and fencing around the community shall be black aluminum with columns of either brick or stacked stone.

including the decorative landscaped entrances gll

gll

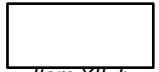
6/14/05



RZ-23-003

Planning and Zoning Department

Letter of Intent



Item XII. b.

RZ-23-003

Planning and Zoning Department

Environmental Site Analysis

STATE OF GEORGIA

DEKALB COUNTY

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE 4700 BROWNS MILL ROAD BY APPROVING MAJOR CHANGES TO CONDITIONS ON THE PROPERTY; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest (“City”) is the Mayor and City Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and City Council desire to rezone 4700 Browns Mill Road by approving major changes to conditions on the property; and

WHEREAS, pursuant to Sec. 7.3.10. (*Modifications and Changes to Approved Conditions of Zoning*.) of the City’s Zoning Code any major changes to conditions attached to an approved zoning amendment shall require an application and public hearings before the planning commission and the city council; and

WHEREAS, the following shall be deemed to constitute major changes:

1. The movement of any building or structure adjacent to an exterior boundary line, closer to the boundary line of the property;
2. Any increase in the number of dwelling units or any increase in the total amount of floor space of any nonresidential building;
3. Any decrease in the size of residential units imposed in the original conditional zoning amendment;
4. Any change in any buffer requirements imposed in the original conditional zoning amendment;
5. Any increase in the height of any building or structure;
6. Any change in the proportion of floor space devoted to different authorized uses; or
7. Any change to conditions, except minor changes, as defined in subsection A. of this section, imposed by the city council when approving any change to the official zoning map, commonly referred to as a rezoning or a zoning amendment.

WHEREAS, the rezoning case, CZ-05-32 for 4700 Browns Mill Road, initially went through the entitlement process in 2005 by way of Dekalb County to rezone subject property from R-100 to RA-8 to allow for a senior community of 112 attached townhome units; and

WHEREAS, the petition was approved on June 14, 2005, with ten (10) conditions; and

WHEREAS, the applicant is seeking a major modification of conditions 1, 6, 7, and 10 of the subject property to change conditions from zoning case number CZ-05-32 to allow for the development; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Director of Planning and Zoning recommends three approvals and one denial with one additional condition of the major changes to conditions of property located at 4700 Browns Mill Road based on the City Staff Report attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The official zoning map of the City of Stonecrest, Georgia is hereby rezoned by approving major changes to conditions of the property located at 4700 Browns Mill Road parcel number: 16-012-01-007.

Section 2. The conditions shall be amended as follows:

Condition 1: The maximum number of units shall be **112 single-family attached townhome units. 49 single-family detached units.**

Condition 6: The proposed development shall be conditioned upon the **concept site plan prepared by James Harwick & Partners, dated March 3, 2005. final site plan submitted to the Planning Department prior to the final City Council hearing.**

Condition 7: Any and all single-family ~~attached townhome unit(s)~~ detached units shall have a minimum heated floor area of ~~700~~ 1,200 square feet.

Condition 10: ~~The entrance to the development shall be gated, and fencing around the community shall be black aluminum with columns of either brick or stacked stone.~~ DELETE

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and

effect.

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

(vacant)
Director
Planning and Zoning
Department



Matthew
Williams
Deputy Director
Planning and
Zoning
Department

TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: RZ-23-003

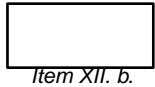
ADDRESS: 4700 Browns Mill Road

MEETING DATE: October 23, 2023

Summary: Applicant is seeking a major modification of the conditions of the subject property to change the conditions from zoning case number CZ-05-32, to allow for 46 Single-Family Detached Dwellings.

STAFF RECOMMENDATION: 3 APPROVALS AND 1 DENIAL with 1 additional condition

PLANNING COMMISSION RECOMMENDATION: Deferral to address the issue traffic, design/elevations, price point, and undeveloped land use for a green space.



Item XII. b.

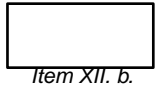
RZ-23-003

Planning and Zoning Department

District #4: George Turner, Jr.

PROPERTY INFORMATION	
Location of Subject Property: 4700 Browns Mill Road	
Parcel Number: 16-012-01-007	
Road Frontage: Browns Mill Road	Total Acreage: 24.02 +/-
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Zoning Request: Applicant is seeking a major modification of conditions of the subject property to change the conditions from zoning case number CZ-05-32, to allow for 46 Single-Family Detached Dwellings.	
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APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Battle Law P.C.
Applicant Address: 3562 Habersham at North Lake, Building J, Suite 100
Property Owner Name: Ray of Hope Christian Church Disciples of Christ, Inc.
Property Owner Address: 4700 Browns Mill Road



DETAILS OF ZONING REQUEST

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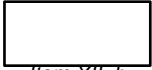
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Condition 10: ~~The entrance to the development shall be gated, and fencing around the community shall be black aluminum with columns of either brick or stacked stone.~~ **DELETE**

ADJACENT ZONING & LAND USE

NORTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings
SOUTH	Zoning: R-100 (Residential Medium Lot)	Land Use: More Than Conquerors Church
EAST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings
WEST	Zoning: R-100 (Residential Medium Lot)	Land Use: Single-Family Dwellings



PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently undeveloped with one (1) road frontage (Browns Mill Road). There are floodplain and/or statewaters on the subject property.

MODIFICATIONS AND CHANGES TO APPROVED CONDITIONS OF ZONING CRITERIA

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RECOMMENDATION

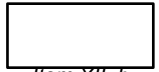
Staff recommends the following:

- **APPROVAL** of Modification of Condition 1
- **APPROVAL** of Modification of Condition 6
- **APPROVAL** of Modification of Condition 7
- **DENIAL** of Modification of Condition 10

Recommended Approval Condition(s):

1. The development shall be subject to senior housing only.

The Planning Commission recommends deferral to address issues of the community.



Item XII. b.

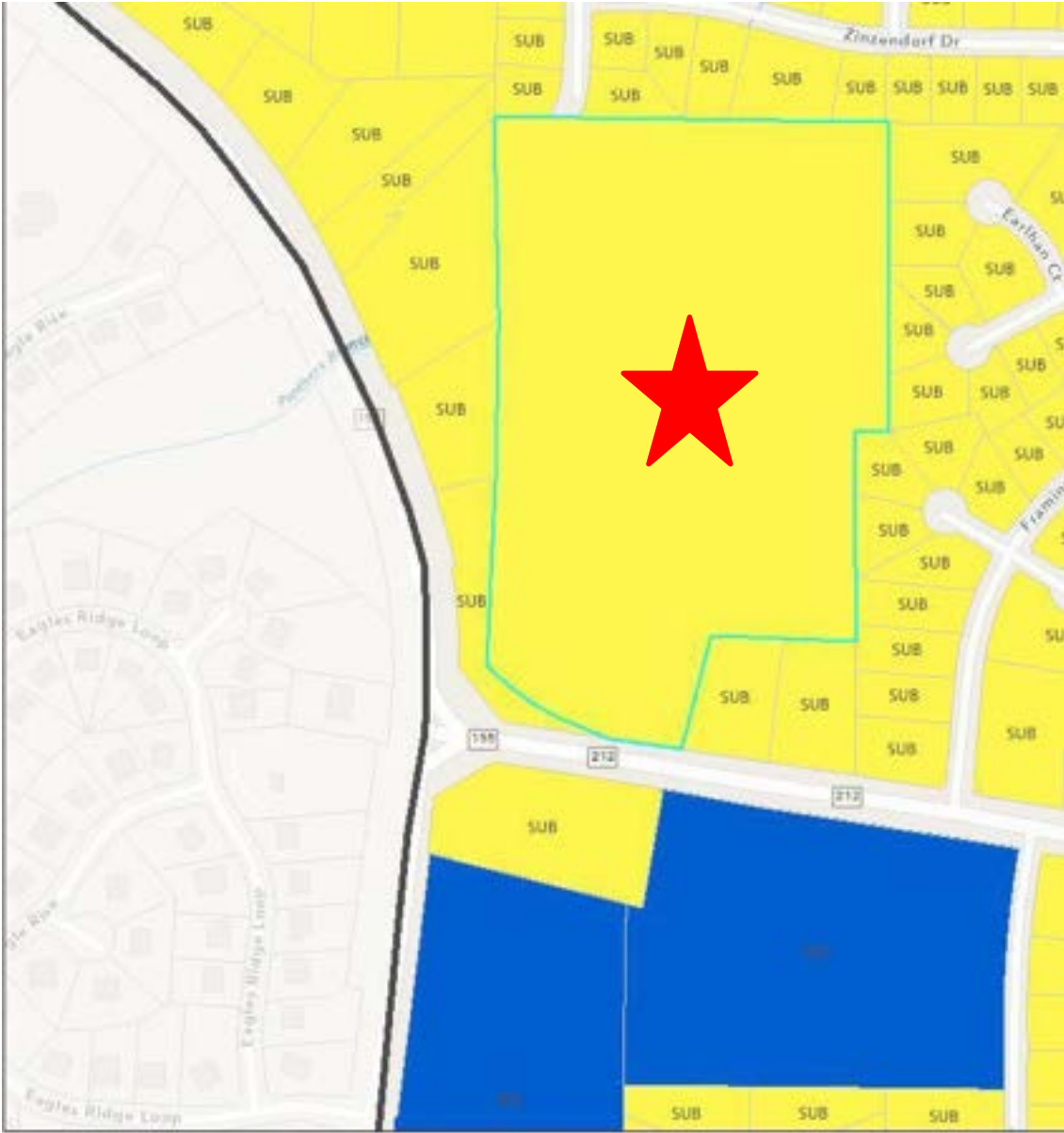
RZ-23-003

Planning and Zoning Department

Attachments Included:

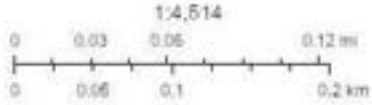
- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
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- **Zoning Conditions**
- **Letter of Intent**
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Future Land Use Map

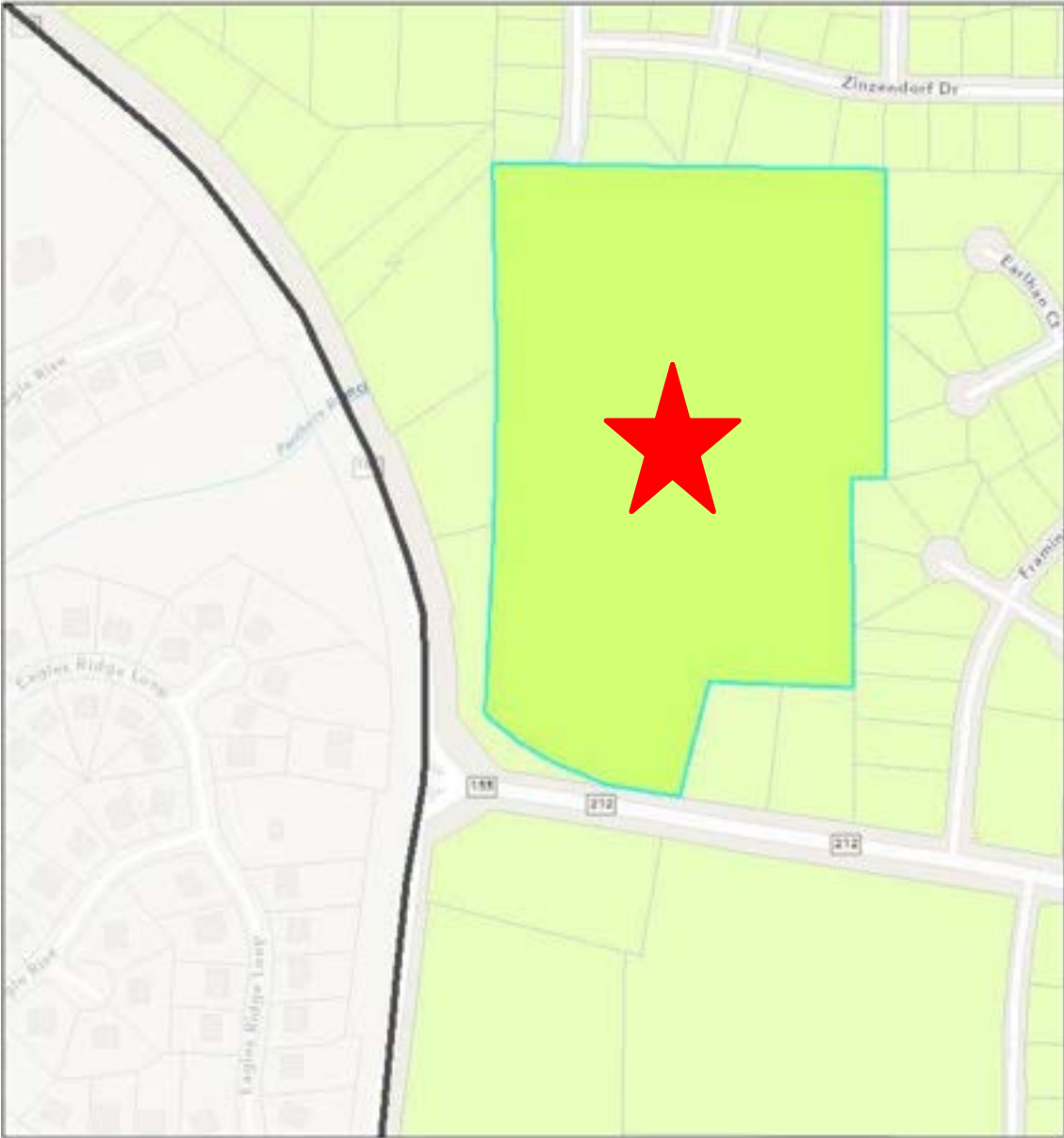


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-  Stonecrest Parcels
-  City Limits
-  DeKalb Parcels
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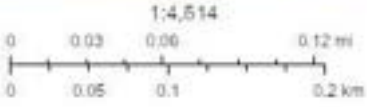


Zoning Map



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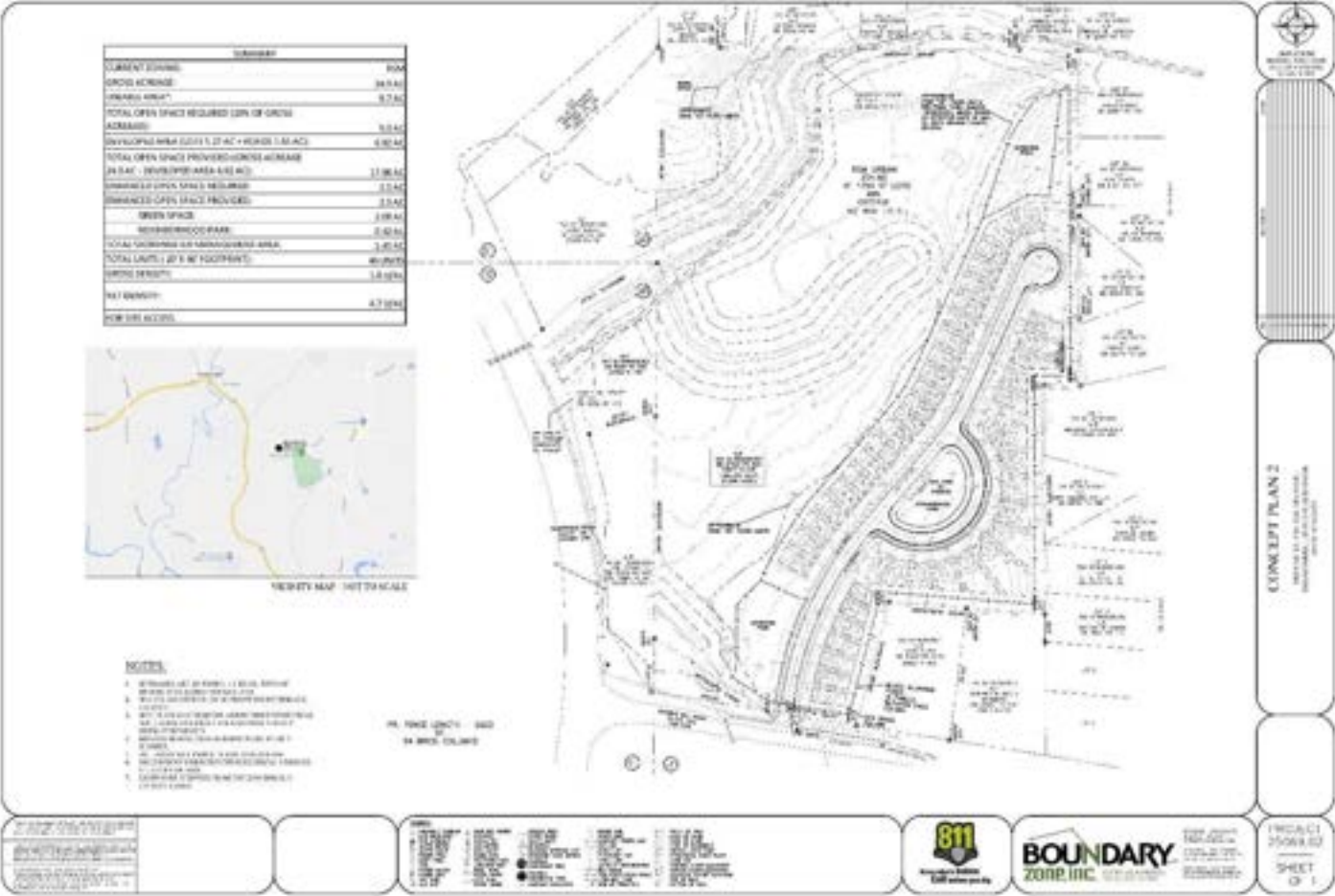
- | | | |
|---|--------------------|---|
|  | Stonecrest Parcels | Zoning |
|  | City Limits |  R-100 - Residential Med Lot |
|  | DeKalb Parcels |  RSM - Small Lot Residential Mix |



Aerial Map



Submitted Site Plan



Zoning Conditions – CZ-05-32

COMM. _____
 ITEM NO. H-11 6/14/05
 CLERK'S OFFICE Conn. H. Johnson

City Of Hope Ministries, Inc.
 Z-05-32
 Rezoning Conditions

1. The maximum number of units shall be 112 single family attached townhome units.
2. The development ^{shall} ~~will~~ include sidewalks on both sides of internal streets, underground utilities, and streetlights. ^{gll gll}
3. There shall be no vinyl or aluminum siding used within the development. All buildings shall have exteriors of brick, stucco, stone or other masonry, "Hardi-Plank" clapboards, cedar shake or shingles, or some combination of these materials.
4. The applicant agrees to provide for adequate turn lanes into the development ^{as determined by} ~~subject to approval of~~ DeKalb and Georgia DOT.
5. Each entrance to the development ^{County gll} ~~will~~ have a decorative landscaped entrance. The design plan shall be submitted with the sketch plat approval application and shall be subject to review ^{shall gll} ~~by~~ the Planning Commission.
6. The proposed development shall be conditioned upon the concept site plan prepared by James Harwick Partners dated March 3, 2005 ^{gll}
7. Any and all single family attached townhome unit(s) shall have a minimum heated floor area of 700 ^{gll} square feet.
8. There shall be an entrance monument identifying the development, to be constructed out of brick or stacked stone.
9. The roofing materials shall ^{be gll} ~~include~~ three dimensional, architectural styled shingles.
10. The entrance to the development shall be gated, and fencing around the community shall be black aluminum with columns of either brick or stacked stone.

including the decorative landscaped entrances ^{gll}

^{gll}

6/14/05



Battle Law

STATEMENT OF INTENT

and

Other Material Required by
the City of Stonecrest Zoning Ordinance
For
A Major Modification of Conditions to
Allow for 46 Single-Family Detached Homes not Restricted to Senior Living

of

**Ray of Hope Christian Church Disciples of Christ, Inc.
c/o Battle Law, P.C.**

for

+/-24.9 Acres of Land
Being 4700 Browns Mill Road
Stonecrest, Georgia and
Parcel Nos. 16 012 01 007

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 300384
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com



Battle Law

I. LETTER OF INTENT

Ray of Hope Christian Church Disciples of Christ, Inc. (the "Applicant") is seeking to develop on +/- 24.9 acres of land being Tax Parcel No. 16 012 01 007 having frontage on 4700 Browns Mill Road (the "Subject Property") with 46 single-family detached homes. The property is currently zoned RSM (with conditions according to CZ-05-32) with a Suburban future land use designation. The Applicant is seeking a Major Modification of Conditions of the Subject Property to change a zoning condition of CZ-05-32 which restricts the use of the Subject Property to senior living only.

This document serves as a statement of intent, analyzes the criteria under the Stonecrest Code of Ordinances, and contains notice of constitutional allegations as a reservation of the Applicant's rights.

II. PROPERTY HISTORY

The Applicant and/or its affiliated entity, City of Hope, Inc., have owned the Subject Property for over thirty-five (35) years. The Applicant has wanted to develop senior housing on the Subject Property for decades. So, in 2005 the Applicant worked with a developer to rezone the Subject Property to RA-8 (now RSM under the current Code of Ordinances) to develop 122 affordable senior apartments in a townhome configuration. After the rezoning, the deal with the developer fell through. For the last sixteen (16) years, the Applicant has tried to sell or partner with others to develop the approved senior community on the Subject Property. Several developers have all concluded that the numbers do not work.

After years of trying, the Applicant has exhausted their efforts and is now looking to use the proceeds from the sale of the Subject Property to support the mission of the Church, including supporting seniors in the area. The Applicant has sought the input of development professionals and determined that the best course of action is to convert the apartment units into for-sale single-family detached homes. To achieve this goal, the Applicant has put together a team of development professionals to guide them through this process so the Applicant can develop the Subject Property for its highest and best use.

II. STONECREST MODIFICATION CRITERIA

A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan;

The zoning proposal is in conformity with the policy and intent of the comprehensive plan. The Applicant is seeking to change the zoning conditions of the Subject Property to no longer restrict the use of the property to senior-only residential. However, this request will not change the zoning district or general use of the Subject Property. Instead, it will remain residential.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties;



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The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The surrounding properties are developed with single-family detached homes. The Subject Property is zoned for residential development. This proposal will bring fewer units than is already permitted on the Subject Property and will allow for single-family detached units. Thus, this proposal will allow for a use precisely like the uses on surrounding properties.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The Subject Property has no reasonable economic use as currently zoned. The existing conditions limit the use of the Subject Property to a product that cannot be built. The Applicant has tried for sixteen (16) years to develop the Subject Property under the current zoning conditions with no success. It is time to remove the conditions so the Applicant can continue supporting its mission.

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The zoning proposal will not adversely affect adjacent or nearby property's existing use or usability. The proposed community will serve as another residential development to enhance the area's housing market.

E. Whether there are other existing or changing conditions affecting the use and development of the property that provide supporting grounds for either approval or disapproval of the zoning proposal;

The area around the Subject Property is changing as local businesses start up nearby and new business owners update old commercial developments. The area is seeing a resurgence that can positively impact the value of the Subject Property, provided that this Modification of Conditions Application is approved. Without this approval, the Subject Property will have no value to the Applicant or anyone else, thereby depriving the Applicant of the opportunity to sell it for its highest and best use.

F. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources, and

The zoning proposal will not adversely affect historic buildings, sites, districts, or archaeological resources.

G. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The zoning proposal will not result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.



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III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The portions of the City of Stonecrest Zoning Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stonecrest Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia

A refusal by the City of Stonecrest Mayor and Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any Major Modification of Conditions of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.



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A refusal to allow the land use amendment and/or Major Modification of Conditions in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or Major Modification of Conditions in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

III. CONCLUSION

For the foregoing reasons, the Applicant hereby requests that the application for a Major Modification of Conditions to allow for 46 single-family detached homes not restricted to senior living be approved. The Applicant welcomes any questions and feedback from the planning staff.

On this 6th day of June 2023

Respectfully submitted,

Michele L. Battle, Esq.
Attorney for the Applicant



Battle Law

July 11, 2023

VIA EMAIL

Tre'Jon Singletary, Senior Planner
City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30038

Re: 4700 Browns Mill Road Zoning Condition Amendments

Dear Tre'Jon,

In connection with the Change of Condition Application filed for Ray of Hope, below are the conditions that we would like amended from DeKalb County Board of Commissioners Case No.: CZ-05-32:

1. Condition 1: The maximum number of units shall be 49 single family detached units.
2. Delete Conditions 6 and substitute therefore, the final site plan submitted to the Planning Department prior to the final City Council hearing.
3. Delete Condition 7, and substitute therefore a minimum heated floor area of 1,200 sq. ft.
4. Delete Condition 10. The prior community was to be a multi-family complex with internal driveways. This will be a fee simple single family detached community. There are not enough units to support having a gated entry and fence around the perimeter of the project based on the size of the subject property and the maintenance costs.

Please feel free to contact me should you have any questions.

Respectfully,

Michèle L. Battle, Esq.



Environmental Site Analysis

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3: 1. Conformance to the Comprehensive Plan:

- a. Describe the proposed project and the existing environmental conditions on the site.

The Applicant is seeking to rezone the Subject Property, being Parcel No. 16 012 01 007 from RSM with conditions to RSM other conditions to allow for 46 single-family detached units.

- b. Describe adjacent properties. Include a site plan that depicts the proposed project.

Adjacent properties are primarily residential; RSM immediately adjacent and R-100 outside of that.

- c. Describe how the project conforms to the Comprehensive Land Use Plan.

The Future Land Use designation of the Subject Property is Suburban. The proposed change in conditions and proposed forty-six (46) unit single-family detached community both conform to the Comprehensive Land Use Plan, as they both fall within the Suburban Land Use category. The Applicant is not seeking to change the current zoning classification of the Subject Property, but rather change the zoning conditions. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan.



- d. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.

The proposed project is in conformance with the land use suggestion of the Comprehensive Plan and pertinent Plan policies. The Plan allows for RSM zoning within the Suburban Land Use designation. The proposed density is also supported by the Suburban land use designation.



2. Environmental Impacts of The Proposed Project

For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

a. Wetlands

- U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
- Georgia Geologic Survey (404-656-3214)
- Field observation and subsequent wetlands delineation/survey if applicable

To the Applicant's knowledge, there are no wetlands on the

property. b. Floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
- Field observation and verification

There is a floodplain on the Northwestern portion of the Subject Property.

c. Streams/stream buffers

- Field observation and verification

There is a river, Panther's Branch, and buffer that intersects the Northwestern portion of the Subject Property.

d. Slopes exceeding 25 percent over a 10-foot rise in elevation

- United States Geologic Survey Topographic Quadrangle Map
- Field observation and verification

To the Applicant's knowledge, there are no slopes exceeding 25% over a 10-foot rise in elevation.

e. Vegetation • United States Department of Agriculture, Nature Resource Conservation Service

- Field observation

The property is heavily wooded.

f. Wildlife Species (including fish)

- United States Fish and Wildlife Service
- Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
- Field observation

To the Applicant's knowledge, there are no wildlife habitats on the property.

g. Archeological/Historical Sites

- Historic Resources Survey
- Georgia Department of Natural Resources, Historic Preservation Division
- Field observation and verification

To the Applicant's knowledge, there are no archeological/historical sites.



3. Project Implementation Measures

Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

The applicant will do whatever deemed necessary to protect environmentally sensitive areas. b. Protection of water quality

The applicant will do whatever deemed necessary to protect water quality.

- c. Minimization of negative impacts on existing infrastructure

The applicant will do whatever deemed necessary to minimize negative impacts on existing infrastructure.

- d. Minimization on archeological/historically significant areas

To the Applicant’s knowledge, there are no archeological/historically significant areas on the property.

- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

To the Applicant’s knowledge, the community is not an environmentally stressed one.

- f. Creation and preservation of green space and open space



The proposed development includes 19.4 acres of open space, including 1.9 acres of enhanced open space.

g. Protection of citizens from the negative impacts of noise and lighting

The proposed single family-detached community minimally impact current citizens in terms of noise and lighting.

h. Protection of parks and recreational green space

To the Applicant's knowledge, the proposed development will not adversely impact existing parks and recreational green space.

i. Minimization of impacts to wildlife habitats

To the Applicant's knowledge, there is no nearby wildlife habitats.



CITY COUNCIL AGENDA ITEM

SUBJECT: Everett Park Project Contract Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 - NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 - OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Shakerah Hall, Procurement Manager

PRESENTER: Sedrick Swan, Director of Parks & Recreation & Shakerah Hall, Procurement Manager

PURPOSE: The approval of All South Landscaper, Inc. Contract to construct a trail in Everett Park.

FACTS: In partnership with the National Recreation and Park Association and Bobcat Company, the City was awarded a grant in the amount of \$50,000.00 to construct a trail in Everett Park. The project is to provide a 1.5-mile (7920 feet) trail 6-foot-wide and loops around the hilled woodland area of Everett Park.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve Six bidders submitted bids through the City’s Bidnet portal. The bids were opened on Tuesday, October 3, 2023. All South Landscaper, Inc. submitted the lowest qualified bid in the amount of \$48,225.00. NRPA/Bobcat Grant funds will be used for this project 300-330-05135-52143. Staff respectfully request the approval of this contract with All South Landscaper, Inc. through December 31, 2023, with the option to renew the contract for one (1) year term.

ATTACHMENTS:



CITY COUNCIL AGENDA ITEM

- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Draft Contract with Bid
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Notice

Basic Information

Estimated Contract Value (USD) \$0.00 (Not shown to suppliers)
Reference Number 0000329037
Issuing Organization City of Stonecrest
Owner Organization City of Stonecrest
Project Type ITB - Invitation to Bid (Formal)
Project Number 23-119
Title Everett Park Trail
Source ID PU.AG.USA.2037544.C15053251
Piggyback Solicitation No

Details

Location DeKalb County, Georgia
Job Location 5106 Klondike Road
Description The City of Stonecrest, Georgia (the "City") is seeking competitive bids for ITB 23-119 Everett Park Trail from responsible bidders.

Dates

Publication 08/30/2023 11:14 AM EDT
Question Acceptance Deadline 09/20/2023 04:00 PM EDT
Questions are submitted online Yes
Bid Intent Optional
Bid Intent Deadline 09/19/2023 02:00 PM EDT
Notify Solicitation Owner Yes (Not shown to suppliers in the abstract)
Closing Date 10/03/2023 02:30 PM EDT

Onsite Visit 09/13/2023 11:00 AM EDT

Contact Information

Susan Angelo
 7702240200
 sangelo@stonecrestga.gov

Bid Result Publication Revision

Publication Type Unofficial Results

All South Lawnsapes

Organization Name All South Lawnsapes
Bid Amount \$48,225.00
Address
 130 Peach State Court
 Tyrone Georgia
 30290 United States

Professionally Engineered Structures & Associates, LLC

Organization Name Professionally Engineered Structures & Associates, LLC
Bid Amount \$98,450.00
Address
 255 Norcross Street
 Roswell Georgia
 30075 United States

Steele & Associates Inc.

Organization Name Steele & Associates Inc.
Bid Amount \$132,700.00
Address
 7561 Industrial Ct.
 Alpharetta Georgia
 30004 United States

ASAP Landscape Management Group, LLC

Organization Name ASAP Landscape Management Group, LLC
Bid Amount \$74,972.00
Address
 2530 Lantrac Ct
 Decatur Georgia
 30035 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

**CONSTRUCTION CONTRACT
Everett Park Trail
Invitation to Bid 23-119**

This **CONTRACT** made and entered into this ___day of _____, 2023 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **All South Landscape Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) upon mutual written agreement by the parties by December 31, 2023 unless the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-119 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Drug-Free Workplace
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Documents: References and Subcontractor Form.
- Exhibit K: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

Stonecrest, GEORGIA

By: _____
Jazzmin Cobble
Mayor City of Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: All South Landscape Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

GENERAL CONDITIONS**1. SCOPE OF WORK**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

GENERAL CONDITIONS

- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
- 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as

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provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

GENERAL CONDITIONS

- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any

GENERAL CONDITIONS

amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.
- 10.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

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- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of

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the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 13.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

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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.

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

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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.

- 13.7.2 Health Insurance. Not applicable.
- 13.7.3 Garage Liability Insurance. Not applicable.
- 13.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.5 Crime Coverage. Not applicable.
- 13.7.6 Pollution Liability Insurance. Not applicable.
- 13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

GENERAL CONDITIONS**14. LIABILITY INSURANCE**

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. 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.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider’s obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider’s work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider’s compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the

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management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arms-length transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the bid.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:
- 17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

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- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to

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compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3

Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary

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hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS**23. GENERAL PROVISIONS**

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

GENERAL CONDITIONS

- of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

GENERAL CONDITIONS

- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and

GENERAL CONDITIONS

information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

GENERAL CONDITIONS

- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.
- 24. GRATUITIES, REBATES, OR KICKBACKS.**
- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request

GENERAL CONDITIONS

including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

24.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS******

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK**INTRODUCTION, BACKGROUND, AND ITB PROCESS****Introduction**

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids from responsible bidders for ITB 23-119 Everett Park Trail.

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:**

Sixty (60) days

Project Description and Scope:

This project is to provide a 1.5-mile (7920 feet) trail 6-foot-wide and loops around the hilled woodland area of Everett Park. The trail is to be lined with 4-to-6-inch caliber trees (cut from park). Trail mix is to be placed within the borders at a depth of 1 inch.

1.5-mile trail (Trail is flagged)

Work to include the following:

1. Remove all trees, down limbs, vines, and stones from 1.5-mile designated areas.
 - a. Mulched material can be left onsite.
2. Remove all vines within 2 feet of both sides of the designated trail.
3. Place a 10 foot long - 12 in. wide PVC pipe in low line areas (4).
4. Fill in all holes in designated trail area.
5. Properly prune tree limbs up 12 ft. within designated trail area.
6. Line trail with 4-to-6-inch caliber trees.
 - a. Trees are to be cut down from the park.
 - b. Dogwoods are not permitted (will be flagged).
7. Provide a 1-inch mixture Trail Mix (Slate rock and slate dust mixed).

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
All South Lawscaper Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
130 Beach State Court

6 City, state, and ZIP code
Tyrone Pa 30290

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

27	-	0276186
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ *11-18-2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: All South Lawnsapes
Address: 130 Peach State Court Tyrone, GA 30290

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.

734725
E Verify™ Company Identification Number

7-21-2007
Date of Authorization

Alex Kidd
BY: Authorized Officer or Agent
(Name of Person or Entity)

9-20-2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

20 DAY OF Sept. 2023

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 4-19-23

* 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.

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 All South Lawns (Service Provider), All South Lawns (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.

All South Lawns

Company Name Alex Kidd 9-20-2023

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

Project Manager

Title of Authorized Officer or Agent of Service Provider

Alex Kidd

Printed Name of Authorized Officer or Agent

PURCHASING POLICY ADDENDUM

I, All South Landscapes, 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.

Alex Kidd 9-20-2023

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

Project Manager

Title of Authorized Officer or Agent of Service Provider

Alex Kidd 9-20-2023

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

All South Lawscapes

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

1. Alex Kidd 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: Alex Kidd

Date: 9-20-2023

Printed Name: Alex Kidd

* 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 20 day of Sept, 2023

Notary Public: Shirley Brewer

My Commission Expires: 4-19-23

* 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 Sept day of 20, 2023
All South Lawnscoapes
(Name of Organization)
Project manager
(Title of Person Signing)
Amp King
(Signature)
23-119
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF Jayette)

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 20 day of Sept, 2023

[Signature]
Notary Public Signature

My Commission Expires: 4-19-26

REFERENCES

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: Reservoir Group
Address: PO Box 1387 McDonough, GA
Contact: Drew Camp Phone: 678-414-0811

2. Company Name: Childress Klein
Address: 300 Galleria Parkway SE suite 200 Atlanta, GA
Contact: Mitchell Taylor Phone: 770-364-3953

3. Company Name: Pavestone Company
Address: 169 Peggy lane Tyrone, GA
Contact: Chris Clane Phone: 404-626-8459

All South Lawnscaapes, Inc.
 P.O. Box 2290
 Peachtree City, GA 30269

Estimate

Date	Estimate #
9/20/2023	89273

Name / Address
City of Stonecrest Everett Park 5106 Klondike Road Stonecrest, GA 30038

Project

Description	Qty	Rate	Total
Remove all trees, down limbs, vines and stones from 1.5 mile trail *leaving all debris on site *mulch up area with forestry mulcher 4-6" trees *leave trees and plants that are flagged *fill in all holes in trail *trail to be 6' wide and clear 10' on both sides of the trail *add trail mix (slate dust and rock) to the 6' trail at 1" thick (no fabric) *prune up limbs up to 12' high *place a 10' 12" pipe in low areas (max of 4) *line trail with 4-6' cal trees that are cut from the site	1	48,225.00	48,225.00
Total			\$48,225.00

Phone #
678-878-6968



CITY COUNCIL AGENDA ITEM

SUBJECT: Paving Study Contract Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: *Click or tap here to enter text.*

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: *Click or tap here to enter text.*

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): *Click or tap to enter a date. & Click or tap to enter a date.*

Current Work Session: *Click or tap to enter a date.*

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Shakerah Hall, Procurement Manager

PRESENTER: Hari Karikaran, PE, City Engineer & Shakerah Hall, Procurement Manager

PURPOSE: Perform Pavement Inspection and Evaluation of City Streets.

FACTS: City Staff is requesting to piggyback from the City of Johns Creek contract with IMS Infrastructure Management Services, LP, for Pavement Inspection and Evaluation of City Streets in the amount of \$66,530.00. Funding for this Contract comes from 300-330-05135-52143.

OPTIONS: Approve, Deny, Defer *Click or tap here to enter text.*

RECOMMENDED ACTION: Approve City Staff respectfully recommends the approval of this contract with IMS Infrastructure Management Services, LP to perform Pavement Inspection & Analysis on all city streets.

ATTACHMENTS:

- (1) Attachment 1 - IMS Proposal
- (2) Attachment 2 - Piggy-Back Contract (Johns Creek Contract)
- (3) Attachment 3 - *Click or tap here to enter text.*



CITY COUNCIL AGENDA ITEM

- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**PROFESSIONAL SERVICES CONTRACT
Pavement Management Program Update
IMS Infrastructure Management Services**

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **IMS Infrastructure Management Services, LP** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2023. This Contract shall terminate absolutely and without further obligation upon the completion of the full scope of work on the part of the City or on December 31, 2023, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for two (2) additional twelve-month terms, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to the service provider or termination and non-renewal by December 31 of the Contract year.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents** :

- I. General Conditions.
- II. Scope of Work
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug-Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on following page.

STONECREST, GEORGIA

By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Fincher Denmark, City Attorney

SERVICE PROVIDER: Planners and Engineers Collaborative, Inc.

Signature _____ Date _____

Print Name _____

Print Title _____

ATTEST:

Signature Date _____

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

GENERAL CONDITIONS

are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).

GENERAL CONDITIONS

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
- 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").
- The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

GENERAL CONDITIONS

- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the

GENERAL CONDITIONS

necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.

GENERAL CONDITIONS

- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon

GENERAL CONDITIONS

any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City’s Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City’s use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity’s intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City’s Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all

GENERAL CONDITIONS

personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

GENERAL CONDITIONS

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

GENERAL CONDITIONS

12.7.9 Other Insurance Requirements. All insurance policies required by this Section 12.7.10 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

- 13.1 N/A
- 13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less that a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

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14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such

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contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute

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of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the

GENERAL CONDITIONS

appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary

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hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

City Attorney
Fincher Denmark, LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such

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Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents

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comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work , (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City

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harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

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- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and

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subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall

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forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of

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any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for purchasing goods and services are acceptable and are the property of the City.
- 23.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Condition.

SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under the approved Scope of Services. Each task shall provide the specific Scope of Work and Fees.

Scope of Work and Fee Schedule



Quote for Professional Services Pavement Management Program Update



Shakerah Hall, Procurement Manager
City of Stonecrest, GA

June 22, 2023

IMS Infrastructure Management Services, LP
Jim Tourek, West & South Region Client Services Mgr.

IMS Today and Pavement Management Services Offered

IMS Infrastructure Management Services, LP is pleased to submit a quotation to update the City’s pavement management program. IMS is an industry leader with 38 years of pavement and asset management experience. Since our founding in 1985, we have provided similar services to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.**

IMS brings significant regional experience and expertise to meet the City’s pavement condition assessment, right-of-way asset, and software integration. As we understand, the City of Stonecrest currently maintains approximately 214 centerline miles of roadway. IMS has performed objective pavement data collection for similar agencies such as *Alpharetta, Atlanta, Brookhaven, Buckhead, Canton, Chamblee, Doraville, Dunwoody, East Point, Hampton, Johns Creek, Marietta, Milton, Newnan, Oconee County, Peachtree City, Peachtree Corners, Powder Springs, Sandy Springs, Valdosta*, and many others in Georgia.



Members of the IMS Engineering, Technical and Sales Teams at our December 2022 in-service meeting week.

To ensure adequate coverage across the network, the Road Surface Tester (RST) will survey the arterial, collector and residential roadways in both directions, resulting in a **survey mileage of an IMS estimated 287 miles**. The RST is equipped with a Laser Crack Measuring System 2 (LCMS-2) that is the most technologically advanced data collection equipment available in the industry.

In addition to our recent experience in the area, it is worth noting that the IMS team has grown significantly since 2019, both in staffing and equipment. In 2021, we appointed a new Principal Engineer and President, Kurt Keifer, PhD, PE. Kurt brings over 20 years of experience to projects, and his background is at the core of the industry, with experience working for the US Army Corps of Engineers and developing the ASTM D6433 protocols.

We have added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We have also added Fast Falling Weight Deflectometer (FastFWD) pavement structural testing equipment along with mobile Lidar technology for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timelier manner.

We are confident that IMS will be the ideal partner to ensure that the City achieves its project goals, given our past successful work with the City, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States.

Project Overview

Scope of Work

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge – as well as practical project management experience – to lead the team. Our project management process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 38 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City’s overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an approved schedule in collaboration with the City’s staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

GIS Survey Mapping

Our data collection plan relies on a complete and up to date GIS street centerline. Shortly after the kick-off, our Esri GIS experts will review and update the City’s street centerline data to ensure there is an accurate inventory of streets to be surveyed. City review of the centerline data is a critical path activity to ensure timely and accurate data collection. Once the inventory is confirmed by the City, the IMS team will prepare the GIS maps that guide field data collection.

IMS will produce survey maps to clearly indicate where our equipment will travel to collect data. While we would expect the City’s GIS environment to be highly accurate, we find it valuable to ensure that we are aware of exactly which roads are included in the project and that we discuss how to proceed with roads, such as private roads that should not be collected. Any questions regarding the roadway network will be resolved prior to data collection. IMS will also confirm the linkage of the road segmentation to the City database and GIS, using the customer defined existing road segments.

Quality Management Plan (QMP)

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning – Before Data Collection

- Project team and schedule
- Equipment calibration and control sites
- Rater calibration

Phase 2. Project Execution – During Collection & Processing

- Fast-tracked data collection, processing, and reporting
- Production data collection and processing
- Routine equipment inspection and calibration

Phase 3. Data Delivery – Post Data Processing

- City acceptance and corrective action procedures
- Final data review
- Database delivery and technical memo



IMS’ standard Quality Management Plan (QMP) document that is customized for each project.

New to the IMS Project Workflow: Our engineering team has worked extensively to improve the AI and data processing algorithms of the LCMS-2 technology. This has resulted in more repeatability, improved automation (quality and speed), and better data. Our stated goals are to continuously improve and build upon the tools at our disposal to deliver the best data to our clients.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with LCMS-2 3D pavement imaging technology. Pavement surface distresses including load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.



*IMS Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
(Note: IMS has five RST LCMS-2 equipped systems dedicated to municipal pavement management.)*

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 35 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Condition Index (PCI) raters to determine accurate and repeatable PCI values for each roadway segment. Furthermore, we deliver our PCI ratings and supporting data (distress information, rutting, and IRI values) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management system.

Any distresses that are not captured by the automated LCMS-2 system will be captured by our trained in-vehicle distress raters. The automated data is supplemented by information collected by the second crew person in the van using a mobile mapping solution known as NOMAD™. The NOMAD™ file format is part of IMS' unique approach to pavement condition surveys. The NOMAD™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions, and allow our trained field staff to capture additional condition and inspection information that is used by our QC/QA team to validate condition data.



IMS' customizable touchscreen NOMAD™ interface for entering notes and supplemental field data.

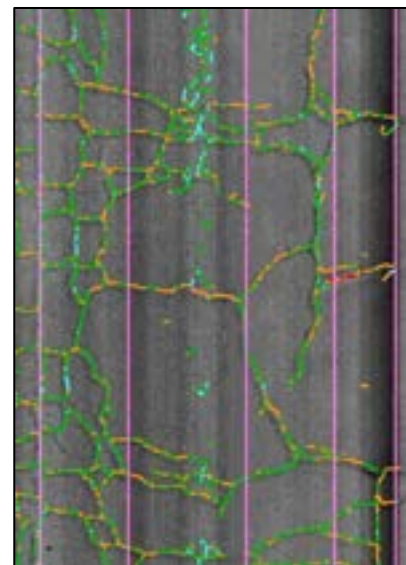
During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

- Equipment is calibrated, and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specification.
- The Crew Chief and operator manually monitor the HD digital images, GPS, distress recorder, roughness measurements, and rutting data.
- Each street is noted on the inventory and map, as well as through GPS and assignment of the RST van number.
- Production is tracked and records of coverage are documented.
- A corrective action plan is followed, as necessary.
- All data is backed up and sent to the IMS main office for processing.

ASTM D6433 Pavement Condition Evaluation

During and following the data collection effort, our team will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Condition Index (PCI) values. This is a six-step process that includes the following tasks:

1. **RoadInspect™ Pavement Distress Detection** – Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *(Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.)*
2. **IMS Pavement Distress Classification** – Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and



LCMS-2 cracking data in QC/QA review stage.

severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.

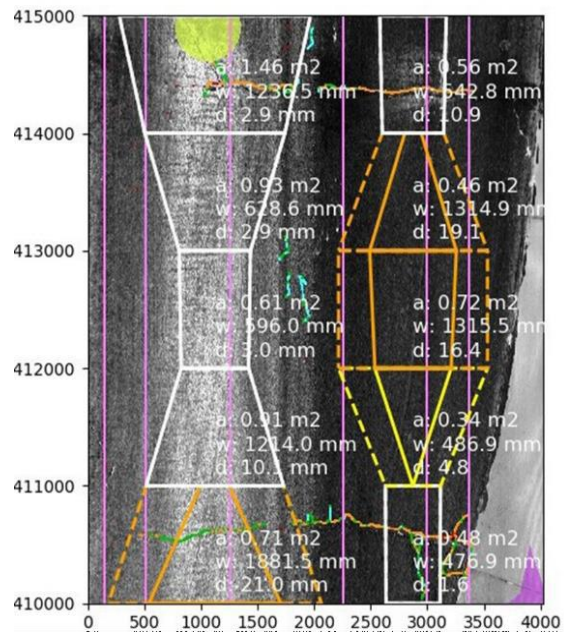
3. **IMS PCI Calculation** – Pavement distress data is imported into IMS’ PCI calculation software, and PCI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433.
4. **IMS Quality Control (QC)** –The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
5. **IMS Quality Assurance (QA)** – The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.
6. **Client QA** – The IMS Project Manager reviews the findings of the pavement condition data with City staff before beginning any analysis activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.

Rutting and Roughness

IMS’ LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Red represents high severity rutting, while orange represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time from continuous longitudinal profile data collected by the LCMS-2’s 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also “pause” over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.



Rut area and severity levels shown on the LCMS-2 composite image.

Quality Control and Quality Assurance

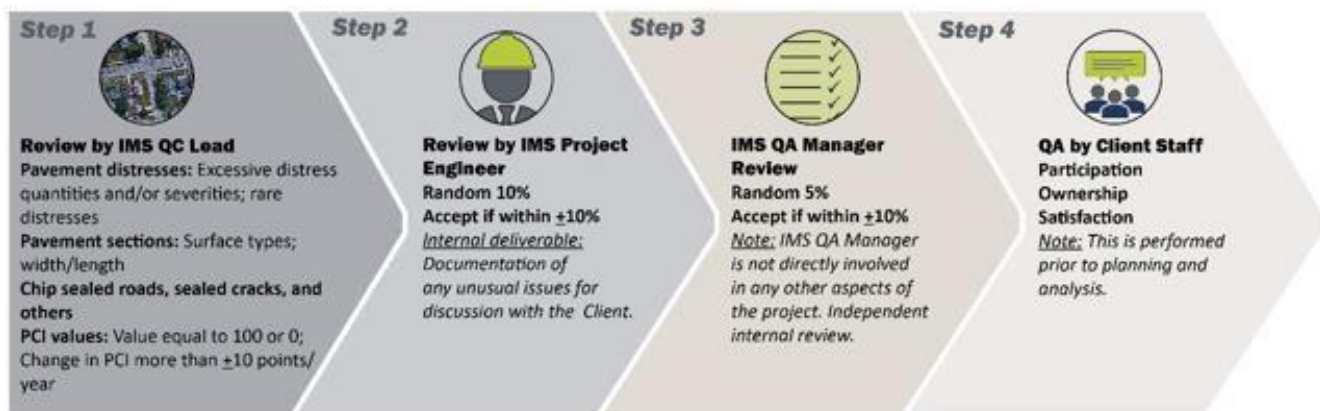
IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.

The IMS QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

Machine learning and artificial intelligence have made leaps and bounds in speeding up distress identification. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.



New QA Tool! IMS QC/QA interface for manually reviewing automated distress detection and classification results.



IMS' rigorous, multi-step approach to QC/QA of pavement condition data to ensure ASTM D6433 compliant data.

The image above depicts the new QA tool developed by the IMS engineering team to assist our quality control team review the LCMS-2 automated data and field imagery to ensure a representative product. The flow chart below illustrates the 4-step process that has been improved and recently streamlined.

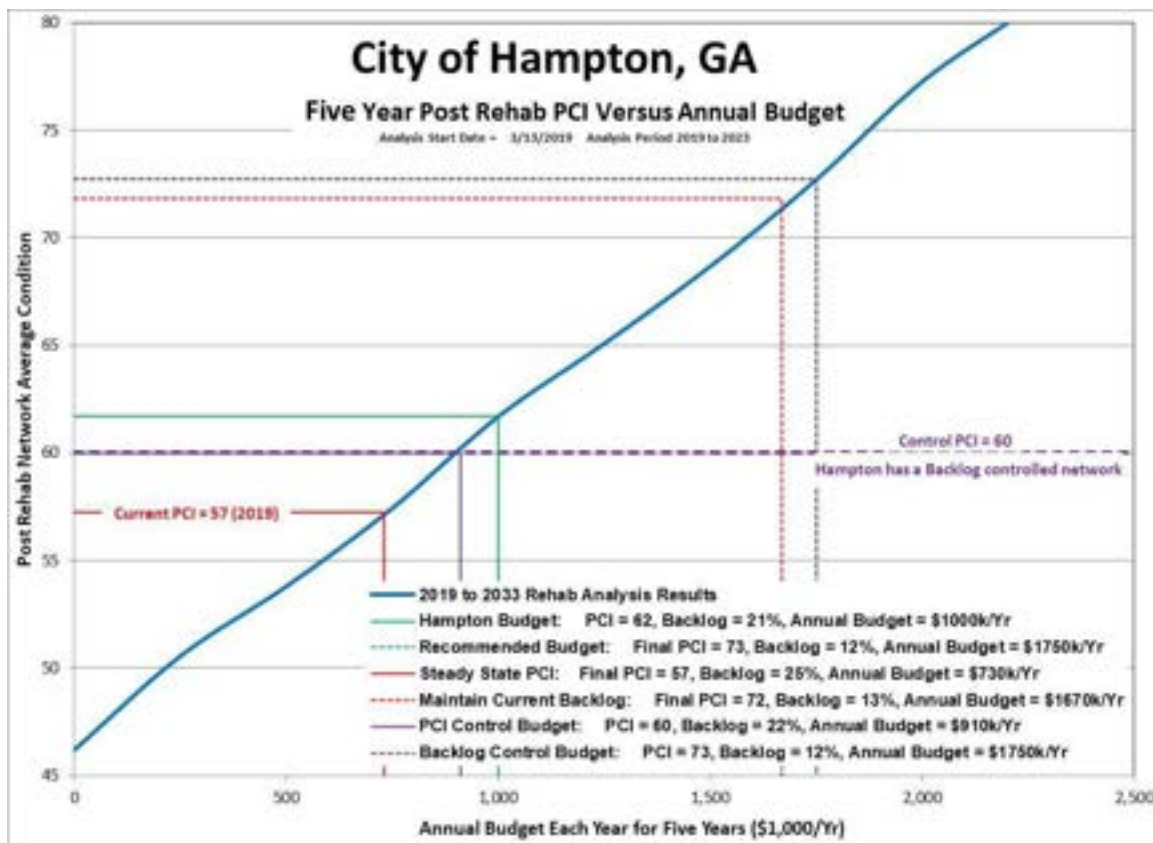
Analysis for the 2023 Project

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, life-cycle cost estimates, and the familiar graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.

Once the City reviews the PCI data, the Project Manager will set up a meeting with City staff to discuss the analysis requirements and identify additional budget scenarios to prepare. At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- Annual funding required to maintain existing pavement conditions.
- Funding required to maintain an average PCI of 65 over the next 5 years.
- Funding allocation for asphalt overlay and/or surface treatments to maintain an average PCI of 70 over the next 5 years.
- PCI for the network if current funding levels remain the same for the next 5 years.
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. If the City has requested utilizing the **Easy Street Analysis (ESA) Excel spreadsheet**, similar what the City of Hampton (see graph, below) has used for their multi-year analysis. As with most projects, we plan to run budget scenarios and develop paving projects with our streamlined approach utilizing the referenced IMS solution.



Capacity to Perform Work

IMS employs 49 full-time staff, including 8 pavement engineers – five of whom hold PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 15 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones.

Proposed Project Schedule

This is a representation of our proposed schedule for the 2023 City of Stonecrest project, which reflects our improved project workflow. The field surveys are expected to progress at approximately 35 miles per day, and account for an estimated 1.5 weeks of testing.

Proposed Schedule of 7-Months		
Assumes a NTP is issued July 31st, 2023 – <i>Data Collection is Weather Dependent</i>		
Task	Description	Estimated Milestone
1	Executed Agreement/NTP	If by late-July 2023:
2	GIS Acquisition and Validation	July 2023
3	Kick-off with Review Map Iterations and Approval	August 2023
4	RST LCMS-2 Pavement Surveys (287 Test-Miles): * 6-week after GIS verified and Executed Contract	* Mid-September 2023
5	QC/QA for Data Collected	October-December 2023
6	Deliver Pavement Condition Data/Client Review Spreadsheet	Late-December 2023
7	Draft Analysis Development & Client Comments	January 2024
8	Final Analysis, Draft & Written Report	February 2024
<i>Opt.</i>	<i>Right-of-Way Assets, IMS Dashboard, Council Presentation</i>	<i>By February 2024</i>

Fee Proposal

The detailed budget presented on the next page is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget assignment. IMS is proposing to survey all City-maintained major roads in both directions and all locals in one direction to ensure a sufficient representative sample. Please review our assumptions below and the optional services on the following page:

Assumptions

1. Test miles are calculated based on the number of centerline miles and whether they will require one pass collection, or two pass collection based the number of lanes. We have assumed 2-pass collection for all arterial, collector, and local roadways.
2. Prior to kickoff meeting, agency will provide IMS with:
 1. Primary POC, secondary POC and other stakeholder contact information.
 2. Preliminary centerline GIS (i.e., geodatabase).
3. Data collection relies heavily on up to date and topologically sound GIS centerline information.
4. Pavement data collection is dependent on the agency's approval of the GIS maps representing the street inventory to be surveyed.
5. Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 F or above 95 F.
6. Agency will actively participate in submission review and provide comments within a period of time that the agency and IMS will agree to during the kickoff meeting. The current proposed schedule assumes a two-week review period for draft deliverable submissions.

The following tasks highlights several value-added services that IMS could provide in conjunction with the pavement condition assessment:

Stonecrest, GA: FY24 Bvalue-Added Services
2023 Pavement Management Assessment & Analysis

Value-Added Service Activities:

11	FastFWD (Deflection) Mobilization	1	LS	\$2,500.00	\$2,500.00
	a. Deflection Testing (73 CL Mi. 2-pass Testing of Arterials & Collectors: 500' spacing)	146	T-Mi	\$150.00	\$21,900.00
	b. Data Analysis of Deflection Testing	1	LS	\$2,250.00	\$2,250.00
	c. Deflection Traffic Control (provided by City, IMS Est. 64 Hrs.)	0	HR	\$135.00	\$0.00
12	Trend Analysis Utilizing Past Cycle's Data (Selection from Multiple ESA Curves)	1	LS	\$1,050.00	\$1,050.00
13	Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display)	1	EA YR	\$200.00	\$200.00
	a. Data Fee for Hosting	287	T-Mi	\$2.00	\$574.00
14	Right of Way Assets (GPS & Camera Config.: Select Once w/Any Asset Below)	287	T-Mi	\$12.00	\$3,444.00
	a. Sign & Support Database Development	287	T-Mi	\$75.00	\$21,525.00
	b. Pavement Markings & Striping Database Development	287	T-Mi	\$50.00	\$14,350.00
	c. Sidewalk Database Development	287	T-Mi	\$22.00	\$6,314.00
	d. ADA Ramp & Compliance Survey	287	T-Mi	\$30.00	\$8,610.00
	e. Curb & Gutter Database Development	287	T-Mi	\$22.00	\$6,314.00
	f. Traffic Signals/ Flashers. Controllers Database Development	287	T-Mi	\$25.00	\$7,175.00
	g. Street Lights Database Development	287	T-Mi	\$45.00	\$12,915.00
	h. Drop Inlets Database Development	287	T-Mi	\$22.00	\$6,314.00
	i. Drivepads Database Development	287	T-Mi	\$22.00	\$6,314.00
	j. Bridges Database Development	287	T-Mi	\$25.00	\$7,175.00
	k. Street Furniture Database Development	287	T-Mi	\$25.00	\$7,175.00
	l. Cattle Guards Database Development	287	T-Mi	\$22.00	\$6,314.00
	m. Speed Humps Database Development	287	T-Mi	\$25.00	\$7,175.00
	n. Guardrails & Roadside Pedestrian Fence Database Development	287	T-Mi	\$22.00	\$6,314.00
	o. Catch Basins/ Drainage Inlets Database Development	287	T-Mi	\$22.00	\$6,314.00
	p. Culverts & Ditches Database Development	287	T-Mi	\$22.00	\$6,314.00
	q. Cabinets Database Development	287	T-Mi	\$22.00	\$6,314.00
	r. Utility Poles Database Development	287	T-Mi	\$45.00	\$12,915.00
	s. Fire Hydrants Database Development	287	T-Mi	\$22.00	\$6,314.00
	t. Medians Database Development	287	T-Mi	\$22.00	\$6,314.00
	u. Valves Database Development	287	T-Mi	\$32.00	\$9,184.00
	v. Manhole Covers Database Development	287	T-Mi	\$25.00	\$7,175.00
	w. Trees Database Development	287	T-Mi	\$55.00	\$15,785.00
15	IMS Web-Story Map of City's Pavement Condition (Ext. Portal or for Internal Staff)	1	EA	\$7,500.00	\$7,500.00
	a. Years 2 & 3 Annual Updates of Rehabs; Update	2	EA	\$2,000.00	\$4,000.00
16	City Council Presentation - Virtual	1	EA	\$3,500.00	\$3,500.00
	a. Add for an Onsite City Council Presentation	1	EA	\$2,000.00	\$2,000.00
17	Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	HR	\$150.00	\$1,200.00
18	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	\$175.00	\$175.00
19	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	\$200.00	\$200.00
20	Functional Class Review	16	HR	\$175.00	\$2,800.00
21	GIS Clean-up Services	6	HR	\$175.00	\$1,050.00
22	Sidewalk-Surface Tester (SST) Mob., Survey & Analysis: Parking Lots				(Available Upon Request)
23	Sidewalk-Surface Tester (SST) Mob., Survey & Analysis: Sidewalks/ ADA Ramps				(Available Upon Request)
24	Software Evaluation Needs Assessment	1	LS	\$1,750.00	\$1,750.00
25	Convert Street Layer Polylines to Polygons	287	T-Mi	\$6.00	\$1,722.00
26	Convert Street Layer Polygons to Polylines	287	T-Mi	\$20.00	\$5,740.00

Thank you for your continued interest in working with the IMS team. We value developing and maintaining long-term partnerships with our clients. We will strive to become an asset and extension of the City of Stonecrest staff and team. If any questions arise, please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

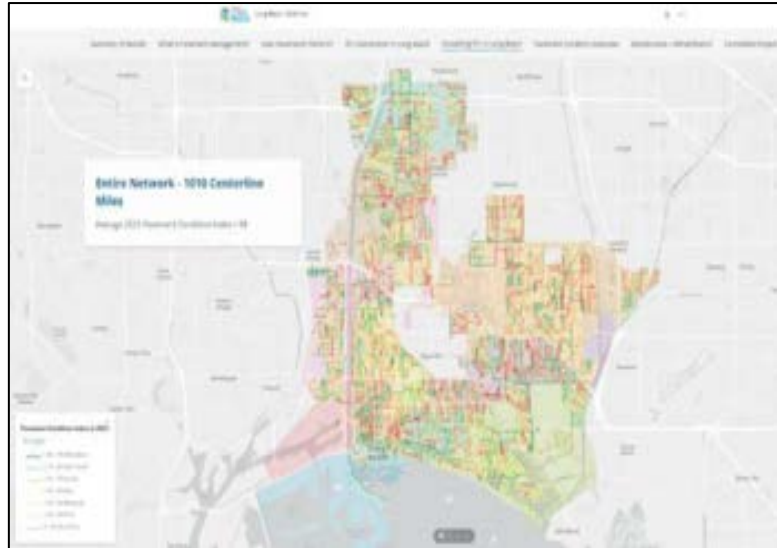
IMS Infrastructure Management Services, LP



Jim Tourek
West & South Region Client Services Manager

Optional: Esri Story Map

IMS is an Esri Authorized Business Partner and an early adopter of Esri technologies. The partnership between IMS and Esri makes unparalleled industry and subject matter expertise available to our clients. Our team of GIS experts are focused on building easy-to-use and easy-to-maintain web-based, geocentric story maps and dashboards to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Many agencies are already using Esri software and ArcGIS Online, and we look for ways to leverage that existing licensing, subscriptions, and infrastructure to elevate the data we are delivering. We have built story maps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the maintenance and rehabilitation budgets are distributed to maximize the use of scarce funding. In addition to the story maps, we have also deployed agency-focused dashboards to enable managers to easily review the planned work, existing and forecasted conditions, and funding impacts on a map.



IMS interactive Esri GIS story map: City of Long Beach, CA

Project Highlight: Long Beach, CA

Link to live story map: <https://bit.ly/3NQG1AT>

IMS is working with the City of Long Beach, CA to web-enable their pavement management plan to engage citizens in the pavement management process. To facilitate this activity, IMS has authored and deployed an Esri Story Map that shares complex engineering information in an easy to understand public-facing framework. A second, password protected configuration as a dashboard exists that allows City engineers to access additional information and data.

Deliverables

The following products can be delivered to the City:

- Report summarizing the findings of the pavement condition survey
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Signs geodatabase and multiple views of imagery along with a viewing tool.

Additional Value-Added Services

On the following page, the table presents additional services that the IMS Team can provide for this project. We have performed these services for agencies in Arizona and across the United States to assist agencies in better managing their pavement, sidewalk, and asset inventories.






Technology	Value Added	Photo
<p>Right of Way Asset Collection</p>	<p>Imagery collected during the RST survey can be used to build ROW asset inventories and condition assessments for signs, signposts, curb and gutter, sidewalks, ramps, striping, and many other assets. A subconsultant will be added to the team if this service is selected.</p>	
<p>Bannered Imagery</p>	<p>HD ROW imagery collected at the same time as the pavement surveys is processed and cut into 15-foot intervals, then formatted and bannered with relevant header data and the City's branding. Images are linked to the City's GIS centerline and provided as a geodatabase with image hyperlinks.</p>	
<p>Fast Falling Weight Deflectometer (FastFWD)</p>	<p>Deployed for measuring pavement structural capacity and pavement layer stiffness values. This information is combined with pavement distress data to better predict future performance and fine-tune rehab activities. This is frequently used to determine when overlays are no longer effective, and reconstruction is needed.</p>	
<p>Sidewalk Surface Tester (SST)</p>	<p>Deployed for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys provide agencies with comprehensive sidewalk condition data that may be used in combination with Lidar sidewalk ramp data to develop detailed ADA transition plans.</p>	
<p>Mobile LiDAR for Sidewalk Ramp Assessments</p>	<p>Deployed to supplement right-of-way inventory surveys by creating a three-dimensional point cloud from which measurements can be extracted. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals.</p>	

EXHIBIT A
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.

EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



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: _____

**EXHIBIT B
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

**EXHIBIT C
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

**EXHIBIT D
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:



Johns Creek

be the exception

**CONTRACT AGREEMENT
RFQ #23-340
PROFESSIONAL SERVICES
PAVEMENT ASSESSMENT CONSULTING SERVICES**

This Agreement made and entered into ~~this~~ ~~on~~ ~~MIAUHIH~~ ~~1~~ ~~<~~ ~~the~~ ~~year~~ ~~28'25~~; by and between The City of Johns Creek, Georgia, having its principal ~~plac~~; ~~Q~~ at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and IMS Infrastructure Management Services, LP ("Consultant"), located at 8380 South Kyrene Road, Suite 101, Tempe, AZ 85284.

WHEREAS, the City hereby contracts with Consultant for the furnishing of professional services in connection with the Project, for the furnishing of such services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Consultant" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Quotes #23-340 to be issued soliciting proposals from qualified Consultant to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Consultant is required to provide the services as called for in the specifications; and

WHEREAS, the IMS Infrastructure Management Services, LP submitted a response to the RFQ #23-340; and

WHEREAS, the Consultant submitted a response to the RFQ# 23-340 and the Consultant's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated December 6, 2022.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- **City:** The City of Johns Creek.
- **Consultant:** The individual or corporation identified on page 1 to perform consulting services, specifications and contract documents. Consultant shall retain as necessary the services of those professions licensed by the Georgia State Board of Technical Professions.

- **Contract Documents:** Those documents so identified in the Agreement for the Project, including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- **Contract Sum:** The total amount payable by City to Consultant for performance of the Work in accordance with the Contract Documents.
- **Contract Time:** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- **Professional Services:** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Consultant under this Agreement with such other services as City may require pursuant to the terms of this Agreement.
- **Project Manager:** The person employed by City and designated to act as the City's representative for the Project.
- **Scope of Services:** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Consultant's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Consultant personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Consultant will be paid for the goods and services sold pursuant to the Contract in accordance with the RFQ and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit Band incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings: If applicable, and unless the RFQ provides otherwise, the Consultant shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Consultant shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Consultant's Failure: If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Consultant. The City's authority to deduct such incurred costs

shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Consultant. In the event that the Consultant owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Consultant in the City's sole discretion.

3.5 Additional Services: Consultant shall provide, with City's concurrence, services in addition to those listed in Exhibit A (Scope of Services) when such services are authorized in writing by City. Prior to commencing any additional services, Consultant must submit a proposal outlining the additional services, unit costs are to be provided and the fixed "Not to Exceed" lump sum fee therefore. City shall pay Consultant for such services in accordance with the fees based in Exhibit B (Cost Proposal) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Exhibit A, preparing changes in plans ordered by City, providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

3.6 Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal, or administrative proceeding arising out of this Project. Consultant shall not be compensated by City if its appearance is to defend its own Professional Services. If Consultant is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule, Exhibit B (Cost Proposal), attached hereto and or additional fees approved by City.

3.7 Progress Reports: A progress report must be submitted with each payment request indicating the event or service Completed. This report will serve as support for payment to Consultant and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

3.8 Change in Scope: For substantial modifications in authorized Project scope, and/or specifications previously accepted by City, when requested by City and through no fault of Consultant, the Consultant shall be compensated for time and expense based upon the fee schedule in Exhibit B (Cost Proposal) attached hereto and incorporated herein chargeable for this service; provided, however, that any increase in Total Fee must be approved through a written Supplemental Agreement. Consultant shall correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions. If not solely Consultant fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide additions, deletions, and revisions in the Professional Services or to modify the terms and conditions thereof by written Supplemental Agreement.

4.0 General Duties and Responsibilities

4.1 Responsibilities under the General Conditions of the Contract for Professional Services: In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consultant. The General Conditions shall be in a form mutually agreeable between the City and Consultant and shall be consistent with the intent and requirements of the Agreement.

4.2 Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Jimmy Garrison will perform as the

Principle on this project. This person shall be the primary contact with the City's Project Manager, Erica Maden, and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on this project. Personnel changes shall be approved by the City.

4.3 Subcontracting of Service: Consultant shall not subcontract or assign any of the Professional Services to be performed under this Agreement without the written consent and approval of City regarding the Professional Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section 11.1 herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$2,000,000 and provide the City with certification thereof unless waived by the City.

4.4 Endorsement: Consultant shall sign and affix licensing seal to all final plans, specifications, estimates and data and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by Consultant and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

4.5 Inspection of Documents: Consultant shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

5.0 City's Responsibilities

5.1 Communication: City shall provide to Consultant applicable Program Criteria; examine and timely respond to Consultant submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

5.2 Access: City will provide access for Consultant to enter public and private property necessary to the completion of the Project.

5.3 Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A (Scope of Services) attached hereto and incorporated herein, as City's responsibility.

5.4 Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5.5 Project Representative: City shall designate a Project Manager to represent City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The City's Project Manager is Erica Madsen, City Engineer.

6.0 Duration of Contract

6.1 Contract Term: The Contract between the City and the Consultant shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to

O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall commence upon execution and shall terminate twelve (12) months thereafter, or shorter time as may be indicated on the bid document and all Professional Services provided during said term shall be filled at the contract price.

6.2 Contract Extension: In the event that this Standard Contract shall terminate or be likely to terminate prior to completion of the project, the City may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFQ and/or Consultant's submittal, the City will determine the basic period of performance for the completion of any of Consultant's actions contemplated within the scope of this Agreement and notify Consultant of the same via written notice. If no specific period for the completion of Consultant's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1 The Consultant shall be an Independent Contractor: The Consultant is not an employee, agent or representative of the City of Johns Creek. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Consultant shall furnish copies of all such permits, licenses, or approvals to the City Project Manager within ten (10) day after issuance.

7.2 Inasmuch as the City of Johns Creek and the Consultant are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

8.0 Conflict of Interest

8.1 Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Consultant. Consultant shall not conduct or solicit any non-City business while on City property or time.

8.2 Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

8.3 Consultant is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office of the City.

8.4 Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of the City any cash or non-cash gratuity or payment with view toward securing any business from the City or influencing such person with respect to the conditions, or performance of any Agreements with or orders from the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the City and Consultant.

8.5 As a condition of this Agreement, Consultant agrees to comply with the City of Johns Creek Code of Ethics as set forth with NIGP.

8.6 Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest existed or exists.

8.7 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

9.0 Indemnification

9.1 The Contractor agrees to indemnify, hold harmless, and defend the City, its public officials, officers, employees, and agents from and against liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) caused by or resulting from the negligence, recklessness, or intentionally wrongful act or omission of the Contractor, its agents, sub-contractors, or employees in the performance of this Contract.

This provision shall not affect the Contractor's obligation under workers' compensation or coverage or the Contractor's insurance specifically relating to workers' compensation, nor shall this apply to any requirement herein that the Contractor purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

9.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

10.0 Intellectual Property

Consultant warrants that all work produced hereunder, whether in written or electronic form, shall be the original work of the Consultant unless otherwise expressly stated in writing. Consultant hereby grants to the

City a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to such work for all uses in any medium.

11.0 Insurance

11.1 The Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the

State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.

11.2 Consultant shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement. Upon the request of the City, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

12.0 Termination

12.1 Immediate Termination: Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Consultant is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Consultant, its agents, employees, or sub-consultants have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- c) The Consultant fails to comply with confidentiality laws or provisions.
- d) The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect, or incomplete; and/or
- e) The Consultant is found to have engaged in one or more of the "Conflict of Interest" activities outlined in Section 8.0.

12.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

- a) The Consultant fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Consultant fails to make substantial and timely progress toward performance of the Contract;
- d) The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Consultant has failed to comply with applicable federal, state and, local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Consultant has infringed any patent, trademark, copyright, trade dress, or any other intellectual

property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Consultant. In the event of a termination for convenience, Consultant shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Consultant's failure to perform in accordance with this Agreement, the City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Consultant for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Consultant's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Consultant in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

12.6 The Consultant's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Consultant shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Consultant;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
- d) Cooperate in good faith with the City, its employees, agents, and Consultant during the transition period between the notification of termination and the substitution of any replacement Consultant; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Consultant.

13.0 Dispute Resolution

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided,

however, that notwithstanding any such dispute, Consultant shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consultant's completed services.

14.0 Ownership of Documents

All Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is constructed or not. However, the Consultant will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications, and related documents are Consultant's copyrighted instruments, and at the option of Consultant may so identify them by appropriate markings. Provided that Consultant is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Consultant, however, such use, without written verification or adaptation by Consultant for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consultant whatsoever. If City does reuse the Consultant's documents on another project, it shall retain Consultant or another licensed and insured professional consultant to review, adapt, and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consultant's right to the documents.

15.0 Confidential Information

15.1 Access to Confidential Data. The Consultant's employees, agents, and sub-consultants may have access to confidential data maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. The Consultant shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:

- The Consultant shall provide to the City a written description of the Consultant's policies and procedures to safeguard confidential information;
- Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- The Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
- The Consultant shall provide adequate supervision and training to its agents, employees and sub-consultants to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Consultant to sign a nondisclosure agreement. Consultant understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

15.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the City. The Consultant must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

15.3 Subpoena. In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the City and cooperate with the

City in any lawful effort to protect the confidential information.

15.4 Reporting of Unauthorized Disclosure. The Consultant shall immediately report to the City any unauthorized disclosure of confidential information.

15.5 Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

16.0 Inclusion of Documents

Consultant's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Consultant's submittal, the language in the former shall govern.

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

17.0 Compliance with All Laws and Licenses

The Consultant must obtain all necessary licenses and comply with applicable local, state and federal requirements. The Consultant shall comply with all laws, rules, and regulations of any governmental entity pertaining to its performance under this Agreement.

17.1 Georgia Security and Immigration Compliance Act

- The parties certify that Consultant has executed an affidavit verifying that [Consultant] has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as Exhibit C and incorporated herein by reference and made a part of this contract.
- The [Consultant] further certifies that any sub-consultant employed by [Consultant] for the performance of this agreement has executed an appropriate sub-consultant affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the [Consultant] and each sub-consultant.
- [Consultant]'s compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and [Consultant]'s failure to comply with said provisions shall constitute a material breach of this agreement.

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Consultant's employees during the performance of this Agreement.

19.2 The Consultant will secure from any sub-Consultant hired to work in a drug-free and smoke-free work

place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Consultant may be suspended, terminated, or debarred if it is determined that:

- The Consultant has made false certification herein; or
- The Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Consultant packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Consultant acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

24.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek Procurement will notify the Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant will have thirty (30) days to remedy the situation.

If requirements are not remedied, City of Johns Creek has the right to cancel this Agreement with no additional obligation to Consultant.

25.0 Delay

25.1 Any delay in or failure of performance by City or Consultant, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (Force Majeure).

Consultant shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment. Consultant shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

25.2 Consultant shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum if the cost or time of Consultant's performance is changed due to the fault or negligence of City, provided the Consultant makes a request.

25.3 Consultant shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Consultant or anyone for whose acts Consultant is responsible.

25.4 To the extent any delay or failure of performance was concurrently caused by the City and Consultant, Consultant shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 3.8, but shall not be entitled to an adjustment in Contract Sum.

25.5 Consultant shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

26.0 Changes

City, within the general scope of the Agreement, may, by written notice to Consultant, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

27.0 Assignment

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

29.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable :)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP:

By: _____
Signature

By: [Signature] _____
Signature

Title: Q. - - t U > . : - u r -

Title: President

Name: 6, \ D - e y , S M O C <
Print

Name: Kurt. A. Keifer. PhD, PE
Print

Date: 01/17/23

Date: 1/13/2023

ATTEST: Oll j

ATTEST: c&, JJ'la:f 2.awi,;J

SEAL:

SEAL:



EXHIBIT A
SPECIFICATIONS
(See attached proposal)



Infrastructure Management Services

Quote for Professional Services



December 5, 2022

Muhammad Rauf, Project Manager
City of Johns Creek

IMS Today and History with Johns Creek

IMS Infrastructure Management Services, LP is pleased to submit a quotation to update the City's pavement management program. IMS is an industry leader with 37 years of pavement and asset management experience. Since our founding in 1985, we have provided similar services to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.**

As a professional consulting firm in Georgia, IMS brings significant regional experience and expertise to meet the City's pavement condition assessment, right-of-way asset, and software integration. In the past year, we have mobilized our pavement condition data acquisition systems to Georgia for projects with Brookhaven, Milton, Henry County, Augusta, Doraville, and many more cities and counties across the state over the past 5 years.

Members of the IMS Engineering and Technical Teams at our most recent "Pavement and Asset Management" in-service training week.

IMS' first project with the City of Johns Creek was in 2008, and we performed a comprehensive pavement condition survey of the City's roadways via CH2M Hill. The initial project utilized the ASTM D64363 pavement distress protocols. That project was put in motion shortly after the City was incorporated in 2006, and IMS also worked with CH2M on other recently incorporated cities in Fulton and DeKalb county during this period.

In addition to our previous experience with the City, it is worth noting that the IMS team has grown significantly since that initial project, both in staffing and equipment. In 2021, we appointed a new Principal Engineer and President, Kurt Keifer, PhD, PE. Kurt brings over 25 years of experience to the project that includes time working for the US Army Corps of Engineers and developing the ASTM D6433 protocols. In 2022, IMS was acquired by International Cybernetics Company. This acquisition by the firm that develops our survey equipment provides IrviS with additional technical resources to assist our municipal clients across the US and Canada.

In the past 3 years, we have also added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We also deployed a Fast Falling Weight Deflectometer (FastFWD) for nondestructive pavement structural testing and a mobile Lidar unit for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timely manner.

We are confident that IMS is the ideal partner to ensure that the City achieves its project goals given our past successful work in Georgia, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States.

Project Overview

Scope of Work

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge - as well as practical project management experience - to lead the team. Our project management process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 37 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an approved schedule in collaboration with the City's staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

GIS Survey Mapping

Our data collection plan relies on a complete and up to date GIS street centerline. Shortly after the kick-off, our Esri GIS experts will review and update the City's street centerline data to ensure there is an accurate inventory of streets to be surveyed. City review of the centerline data is a critical path activity to ensure timely and accurate data collection. Once the inventory is confirmed by the City, the IMS team will prepare the GIS maps that guide field data collection.

IMS will produce survey maps to clearly indicate where our equipment will travel to collect data. While we would expect the City's GIS environment to be highly accurate, we find it valuable to ensure that we are aware of exactly which roads are included in the project and that we discuss how to proceed with roads, such as private roads that should not be collected. Any questions regarding the roadway network will be resolved prior to data collection. IMS will also confirm the linkage of the road segmentation to the City database and GIS, using the customer defined existing road segments.

Quality Management Plan (QMP)

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning - Before Data Collection

- Project team and schedule
- Equipment calibration and control sites
- Rater calibration

Phase 2. Project Execution - During Collection & Processing

- Fast-tracked data collection, processing, and reporting
- Production data collection and processing
- Routine equipment inspection and calibration

Phase 3. Data Delivery - Post Data Processing

- City acceptance and corrective action procedures
- Final data review
- Database delivery and technical memo

New to the IMS Project Work/low: Our engineering team has worked extensively to improve the artificial intelligence and data processing algorithms used to process the data collected using the LCMS-2 technology. This has resulted in more repeatability, improved automation (quality and speed), and better data. Our goal is to continuously improve and build upon the tools at our disposal to deliver the best data to our clients.

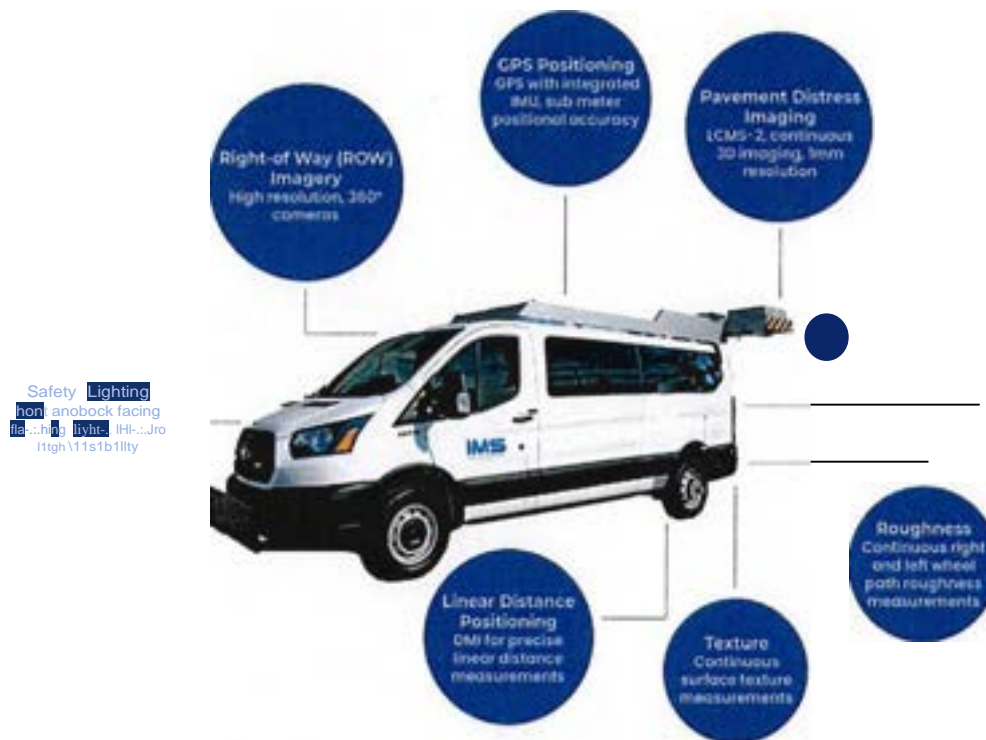


IMS' standard Quality Management Plan (QMP) document that is customized for each project.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with LCMS-2 30 pavement imaging technology. Pavement surface distresses including load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 30 pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 30 cameras. Combined, the two 30 cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.



*IMS Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
{Note: IMS has Jive RST LCMS-2 equipped systems dedicated to municipal pavement management.}*

The 30 cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM 06433, on the pavement surface at speeds up to 65 mph. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Quality Index (PQI) raters to determine accurate and repeatable PQI values for each roadway segment. Furthermore, we deliver our PQI ratings and supporting data (distress information, rutting, and IRI values) in both spreadsheet and GIS formats

for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management system.

Any distresses that are not captured by the automated LCMS-2 system will be captured by our trained in-vehicle distress raters. The automated data is supplemented by information collected by the second crew person in the van using a mobile mapping solution known as NOMAD™. The NOMAD™ file format is part of IMS' unique approach to pavement condition surveys. The NOMAD™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions, and allow our trained field staff to capture additional condition and inspection information that is used by our QC/QA team to validate condition data.

During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

- Equipment is calibrated, and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specification.
- The Crew Chief and operator manually monitor the HD digital images, GPS, distress recorder, roughness measurements, and rutting data.
- Each street is noted on the inventory and map, as well as through GPS and assignment of the RST van number.
- Production is tracked and records of coverage are documented.
- A corrective action plan is followed, as necessary.
- All data is backed up and sent to the IMS main office for processing.

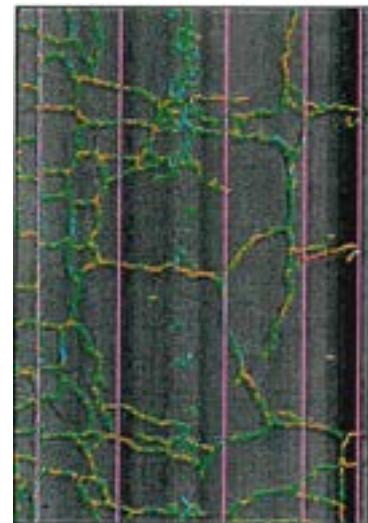


IMS' customizable touchscreen NOMAD™ interface for entering notes and supplemental field data.

ASTM D6433 Pavement Condition Evaluation (PQI)

During and following the data collection effort, our team will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Quality Index (PQI) values. This is a six-step process that includes the following tasks:

1. **RoadInspect™ Pavement Distress Detection** - Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *(Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.)*
2. **IMS Pavement Distress Classification** - Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.



LCMS-2 cracking data in QC/QA review stage.

3. **IMS PQI Calculation** - Pavement distress data is imported into IMS' PQI calculation software, and PQI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433. This includes, but is not limited to, the following common distresses for asphalt and concrete:

ASPHALT	CONCRETE
<u>Alligator (Fatigue) Cracking</u>	Corner Breaks
<u>Block Cracking</u>	Blowup/Buckling
Longitudinal and Transverse Cracking	Faulting
<u>Edge Cracking</u>	Patching
Patching	Punchouts
Rutting	<u>Pumping</u>
Shoving	Shrinkage Cracking
Raveling	<u>Spalling</u>
Potholes	Linear Cracking
Weathering	

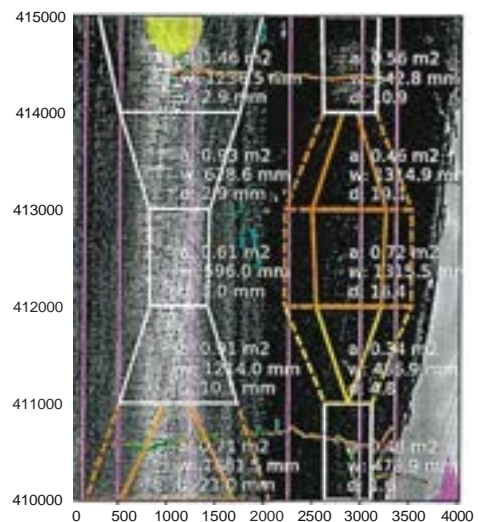
Reported 0-100 PQI: The final PQI will be based on the following weighting of ASTM D6433 surface distresses as well as the quality of the ride or pavement smoothness.

- ◆ 67% ASTM D6433 - Surface Distress Index (SDI)
 - ◆ 33% International Roughness Index - Ride Index (RI)
4. **IMS Quality Control (QC)**-The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
 5. **IMS Quality Assurance (QA)** - The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.
 6. **Client QA**- The IMS Project Manager reviews the findings of the pavement condition data with City staff before beginning any analysis or reporting activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Red represents high severity rutting, while orange represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.



Rut area and severity levels shown on the LCMS-2 composite image.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time from continuous longitudinal profile data collected by the LCMS-2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.

Quality Control and Quality Assurance (Optional but highly recommended)

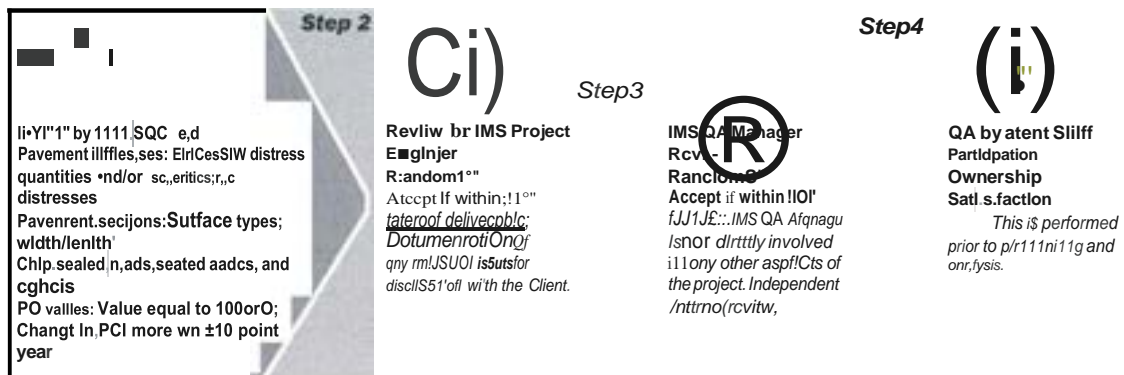
IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.



New QA Tool! IMS QC/QA interface for manually reviewing automated distress detection and classification results.

The IMS QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

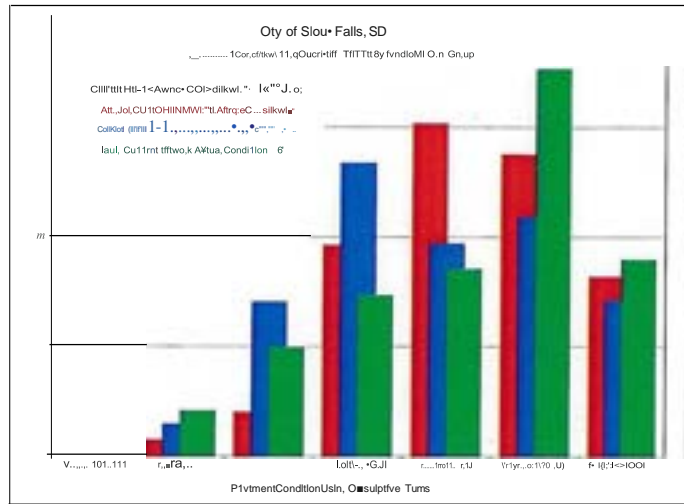
Machine learning and artificial intelligence have made leaps and bounds in speeding up distress identification. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.



IMS' rigorous, multi-step approach to QC/QA of pavement condition data to ensure ASTM 06433 compliant data,

Pavement Management: Data Analysis

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, basic life-cycle cost estimates, and the familiar report graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.



Once the City reviews the PQI data, the Project Manager will set up a meeting with City staff to discuss the reporting

requirements and identify the sections to be delivered in the report. The report will include: an executive summary, concepts of pavement management, PQI results examples for each condition category, IMS recommendations, a series of appendices, and digital maps.

At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- The development of logical paving projects; or the concept of supersegments
- Annual funding required to maintain existing pavement conditions
- Funding required to maintain an average PQI of 65 or 70 over the next 5 years
- Funding allocation for asphalt overlay and/or surface treatments to maintain an average PQI of 65 or 70 over the next 5 years
- PQI for the network if current funding levels remain the same for the next 5 years
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. If the City is currently utilizing a pavement management software, our staff can format the GIS deliverable for load to the software (if applicable).

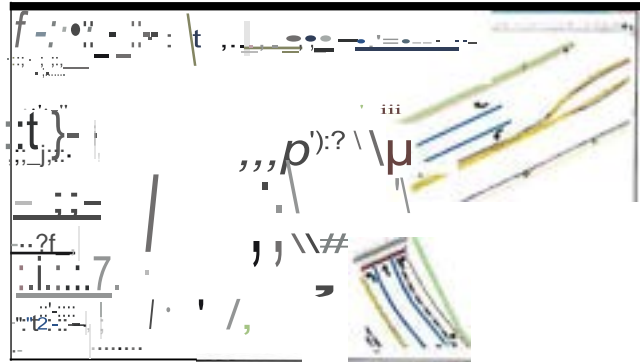
Pavement Management Deliverables

The following products will be delivered to the City:

- Standard report summarizing the findings of the pavement condition survey, including recommendations, inventories, and digital maps
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Easy Street Analysis (ESA) spreadsheet

Sign Inventory Database Development

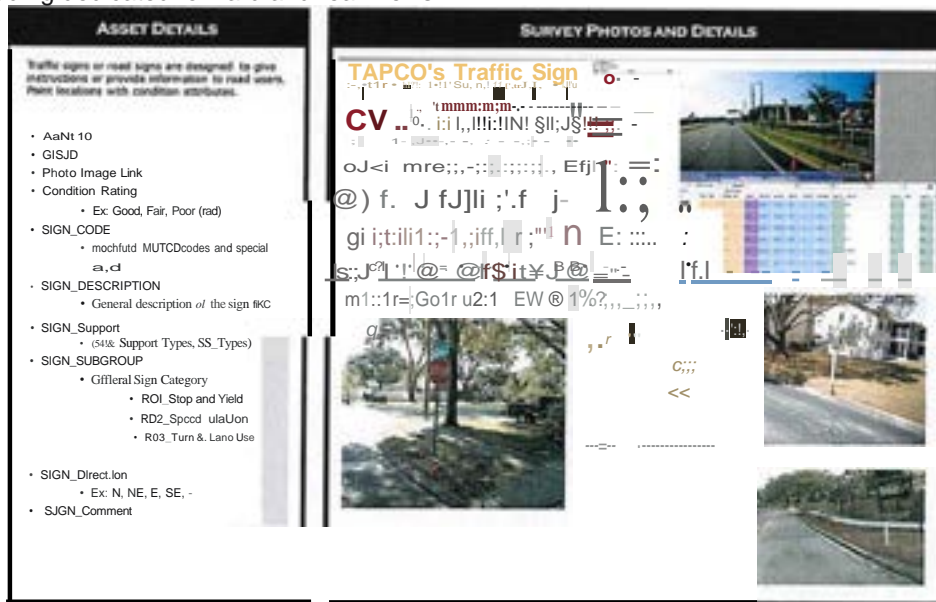
The IMS team has extensive experience collecting data for and managing ROW asset inventories and condition assessments on signs, signposts, curb and gutter, sidewalks, ramps, striping, and many others. For Johns Creek, IMS will perform a sign and support inventory and condition assessment. Included with this proposal is a document called the Master Asset list (MAL) that defines the geometry, attribution, and domains for the sign and support inventory. The MAL also defines the capture methodology for each asset.



Example IMSROW asset geodatabase with striping, signs, and curb and gutter shown in ArcMap.

Imagery-based ROW Asset Collection

ROW imagery will be collected at the same time as the pavement surveys are conducted. In addition to the downward facing pavement imagery captured by the LCMS-2 system, the RST is also equipped with up to four HD cameras to collect a full range of ROW imagery that creates a 360-degree comprehensive view, including dedicated forward and rear views.



Prior to commencing the field surveys, our team will confirm the ROW views for collection. The camera views are reviewed at the calibration stage, as it may be desirable to relocate or change the orientation of a camera. The HD imagery is processed and cut into 15-foot intervals, then formatted and bannered with relevant header data and the City's branding. These images are linked to the City's GIS centerline and provided as a geodatabase with hyperlinks.

ROW Asset Inventory Deliverables

The following products will be delivered to the City:

- Signs/supports (points) are mapped in ArcGIS with attributes as included in the MAL

Capacity to Perform Work

IMS employs 49 full-time staff, including 8 pavement engineers - five of whom hold PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 14 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones.

Resource	Role	Availability
Kurt Keifer, PhD, PE	<u>President & Project Principal</u>	30%
Dave Bratton, PE	Project Manager	40%
Sadaf Khosravifar, PhD, PE	Quality Assurance Manager	40%
Amir Ghanbari, PhD, EIT	Project Engineer and Data Scientist	50%
Leah Ramirez	Senior QC/QA Technician	50%
Caitlin Parsons	Asset Team Manager	30%
Mike Powell	<u>Director of Field Operations</u>	40%
Tammie Cummings	Project Administrator	40%
Dan White, MBA	Client Services Manager	85%

Proposed Project Schedule

This is a representation of our proposed schedule for the 2023 Johns Creek project, which reflects our improved project workflow. The field surveys are expected to progress at 30 to 50 miles per day, and account for approximately 7 to 11 days of testing.

Proposed Schedule

Assumes a NTP is issued January 1, 2023- *Data Collection is Weather Dependent*

Task	Description	Estimated Milestone
1	Executed Agreement/NTP	January 2023
2	GIS Acquisition and Validation	January 2023
3	Kick-off with Review Map Iterations and Approval	January 2023
4	RST LCMS-2 Pavement Surveys (338 Test-Miles)	February 2023
5	Data Processing and QC/QA Program	Late April 2023
6	Deliver Pavement Condition Data/Client Review Spreadsheet	Early May 2023
7	Final Analyses, Reporting, and GIS Mapping	Mid-July 2023
8	Sign Inventory Delivered (GIS and Hyperlinked Images)	July 2023
9	Project Close	July 31, 2023

Key Staff**Principal in Charge**

Kurt Keifer, PhD, PE is the President of IMS and will be the project principal. His role will be to ensure all resources are available, help resolve issues that may arise, and contribute to innovative solutions as needed. He has 25 years of experience with pavement testing, analysis, engineering, and management. He has implemented pavement management systems for municipal agencies across the United States and around the world. In addition to developing practical pavement management solutions for his clients, a major focus of his career has been developing and integrating automated pavement imaging, road surface profiling, and pavement structural testing hardware and software technologies. He actively participates in several professional organizations and provides training to public agencies, including the department of defense.

**Project Manager**

David Bratton, PE is a project engineer at IMS with 12 years of experience in pavement management involving condition assessment, prediction modeling, and budget evaluation. Mr. Bratton will be responsible for ensuring the prepared inventory and processed pavement condition data meets IMS' QA standards. He has worked extensively with automated pavement data collection that conform to multiple standards (ASTM, MTC, VDOT, IDOT), dynaflect and falling weight deflectometer technologies, and right-of-way asset acquisition. Mr. Bratton has implemented pavement management programs for software packages including Cartegraph, Lucity, Paver, StreetSaver, and others across North America.

**Quality Assurance Manager**

Dr. Sadaf Khosravifar is a professional engineer and researcher with over a decade of industrial and research experience in pavement engineering. Her background includes pavement evaluation, performance, design, pavement and asset management, and GIS. She is proficient with various types of nondestructive pavement evaluation technologies including automated pavement condition survey with 3D laser crack measurement system (LCMS), falling/heavy/lightweight deflectometer and dynaflect, traffic speed deflectometer (iPAVE and RAPTOR), ground penetrating radar (GPR), and friction test devices, as well as various pavement/ asset management programs including StreetSaver, Paver, Lucity, Cartegraph, and Streetlogix among others.

Amir Ghabari, PhD, EIT: Dr. Ghanbari is a dedicated project engineer and data scientist with a strong background in pavement management, pavement materials, highway and airport pavement design, and construction supported by more than 9 years of work experience. Dr. Ghanbari has been selected for this project team for support with any software integration activities.

Additional Staffing Capabilities: IMS' parent firm, International Cybernetics (ICC), can supplement the IMS team with additional resources and testing equipment as necessary to fulfill the scoping requirements.



Recent Experience

IMS currently works with nearly 25 cities and counties throughout Georgia. This chart reflects recent projects completed or in-progress in the state. The key project members have been involved as Principal, Project Manager or Quality Assurance Manager for each project.

Recent Pavement Management Projects in Georgia							
Client	Year	Miles	Project Name	PAVER	ESA	GIS	Count
Athens-Clarke County, GA	On-Call	685	PAVER+ Cityworks	●	●	●	1
Powder Springs, GA	2016	90	ESA	●	●	●	1
Peachtree City, GA	In-Progress	232	ESA	●	●	●	2
Doraville, GA	In-Progress	62	ESA	●	●	●	2
Dunwoody, GA	2019	151	ESA	●	●	●	4
Atlanta, GA	2020	1,850	Lucity + Streetlogix	●	●	●	3
Marietta, GA	2021	245	ESA	●	●	●	2
Valdosta, GA	2019	350	ESA	●	●	●	1
Newnan, GA	2021	120	GIS + Excel	●	●	●	2
Milton, GA	5-Year: 2023	160	ESA	●	●	●	2
Augusta, GA	In-Progress	1,260	Evaluation	●	●	●	1
Brookhaven, GA	2019	120	ESA	●	●	●	7
Morgan County, GA	2020	430	ESA	●	●	●	1
Henry County, GA	In-Progress	1,181	PAVER	●	●	●	1
Chatham County, GA	5-Year: 2027	356	ESA	●	●	●	1
Bryan County, GA	In-Progress	220	GIS Only	●	●	●	1

Marietta, GA

2016
2021



- Approximately 245 miles of roadway
- Linear pavement condition survey
- Right-of-way attribute extraction for 16 asset classes
- Software: Easy Street Analysis (ESA)
- Deliverables: Multi-year pavement analysis and report; updated GIS with 16 asset inventories

Contact: Richard Stokes, Transportation Project Manager | Phone: (770) 794-6615
Email: rstokes@mariettaga.gov

Fee Proposal

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget assignment.

Task	Activity	Qty	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Virtual Kickoff Meeting	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	333	Mi	\$15.00	\$4,995.00
Field Surveys					
3	LCMS-2 RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	LCMS-2 RST Pavement Data Collection	333	Mi	\$95.00	\$31,635.00
Data Management					
Sa	Pavement Data Processing (Automated Distress Identification) OPTIONAL: Comprehensive ASTM D6433 QC/QA (Field	333	T-Mi	\$10.00	\$3,330.00
Sb	Observations and Manual Review of Automated Data)	333	T-Mi	\$20.00	\$6,660.00
6	ESA Pavement Analysis, Budget Scenarios & Draft Report	1	LS	\$5,500.00	\$5,500.00
7	Final Pavement Management Report (Hard Copy+ Digital Maps)	1	LS	\$2,500.00	\$2,500.00
8	Sign and Support Inventory & Condition Database	333	Mi	\$80.00	\$26,640.00
9	Administration, Virtual Meetings & Progress Reports	1	LS	\$4,547.00	\$4,547.00

2022 Pavement Management Project Total:	\$91,807.00
--	--------------------

Asset Inventory Options: GIS Deliverable (Point and Linear Assets)					
10	Pavement Marking-Striping Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
11	Street Lights Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
12	Sidewalk Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
13	Pedestrian Curb Ramp Inventory & Condition Database	333	Mi	\$48.00	\$15,984.00
14	Curb and Gutter Inventory & Condition Database	333	Mi	\$40.00	\$13,320.00
15	Street Furniture Inventory & Condition Database	333	Mi	\$36.00	\$11,988.00
16	Traffic Signals and Cabinets Inventory & Condition Database	333	Mi	\$32.00	\$10,656.00
Supplemental Services					
17	Council Meeting/Workshop/Presentation	1	EA	\$3,500.00	\$3,500.00
18	Delivery of GIS-linked HD Images at 15-Foot Intervals	333	Mi	\$5.00	\$1,665.00
19a	Fast FWD Mobilization	1	LS	\$4,000.00	\$4,000.00
19b	Fast FWD Deflection Testing & Analysis	132	Mi	\$140.00	\$18,480.00
19c	Structural Data Analysis and Incorporation into Report	132	Mi	\$20.00	\$2,640.00
20	Enhanced Sidewalk Condition Assessment (SST Survey)			Special Quote	
21	Enhanced Pedestrian Curb Ramps Assessment (Lidar Survey)			Special Quote	
22	Sign Retroreflectivity Survey: Nighttime Windshield Survey	333	Mi	\$85.00	\$28,305.00

Note: Task SB is a comprehensive review of the LCMS-2 automated data collected during the field surveys. This process is completed by our independently certified pavement inspectors. While optional, this is highly recommended.

Test-Mileage Calculation:

IMS is proposing to survey all collector and arterial roadways in both directions to ensure representative sample data per the ASTM D6433 standards.

The chart to the right illustrates how the final survey mileage was derived from the GIS provided by the City. Alleys and Parking/Support functional classes were not included in the survey.

FunCl	Pass	CL-Mi	T-Mi
Principal Arterial	2	18.26	36.52
Minor Arterial	2	14.78	29.56
Collector	2	32.71	65.42
Local	1	201.41	201.41
Alley	0	0.23	0.00
Parking/Support	0	5.14	0.00
Totals:		272.53	332.91

Assumptions

1. Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 °F. Adverse weather conditions could impact this proposed schedule.
2. Pavement data collection is dependent on the City's approval of the GIS data collection map representing the road inventory to be surveyed. Data collection maps must be approved by the City prior to mobilization and data collection.
3. Prior to the kickoff meeting, the City will provide:
 - a. Primary and secondary POC contact information as well as all other stakeholder contact information to ensure effective communication throughout the duration of the project.
 - b. A preliminary centerline GIS (i.e., geodatabase) for review and update prior to data collection. Note: Data collection relies heavily on up to date and topologically sound GIS centerline information. Significant GIS editing or cleanup will lengthen schedules.
 - c. Historical maintenance, rehabilitation, and reconstruction records in a geodatabase or tabular format. This information will facilitate improved QC/QA.
4. City will actively participate in submission review and provide comments within a period of time that the City and IMS will agree to during the kickoff meeting. IMS assumes a two-week review period for draft deliverable submissions.

Thank you for your interest in working with the IMS team. We value developing, and maintaining, long-term partnerships with our clients. We will strive to become an asset and extension of the City of Johns Creek staff and team. If any questions arise, please do not hesitate to contact me at (847) 481-6322 or dwhite@imsanalysis.com.

Best regards,

Danlefwhite, MBA
Client Services Manager

Right of Way MAL // Signs

Asset	Code	Asset Type	Measurement	Definition	
Signs	SIGN	Point	Count	Identification of pennant items placed along side of the roadway to guide and direct traffic, which are coded and categorized into a usable form known as MUTCD (Manual Uniform Traffic Control Device). Does not include temporary signage, private or commercial signs, traffic control devices or variable message boards. All signs along a roadway will be included in the survey including railway crossings and those of other jurisdictions such as when a roadway passes through an interchange, "....."	
Attribute	Code	Responses	Representation	Y/N	Definition
OBJECTID		Object ID	Numeric		Internal ESRI field
SIGN_ID			Numeric		A number string representing a unique identifier for the asset stating at 100000
Segment_ID			Numeric		Street segment ID of the street adjacent to the asset
Photo Hyperlink			Text		The URL link to photo associated with asset.
SIGN_Code		(see Sign Code list)	Text	Y	Modified MUTCD Signface code, see the table Sign Faces for complete list of Filename Codes and MUTCD codes.
SIGN_MUTCD			Text	Y	MUTCD code for the sign from the SignFace list
SIGN_Description			Text	Y	Printing on sign if not standard MUTCD
SIGN_Color			Text	Y	Non standard sign background color - see Sign Colors for MUTCD standard colors
SIGN_Text_Color			Text	Y	Non standard sign text color - see Sign Colors for MUTCD standard colors
SIGN_Support_Type		Autopopulate from Supports	Text	Y	Sign support type from Support tab
SIGN_Material			Text	Y	The predominant construction material for the sign
	1	Sheet Metal		Y	The sheeting is sheet metal or aluminum
	2	Wood		Y	The material is wood
	3	Other		Y	The material is something other than those listed above
SIGN_Orientation			Text	Y	This defines the approximate orientation of the sign to the street
		Perpendicular		Y	The sign face is perpendicular to traffic
	2	Parallel		Y	The sign face is parallel to traffic
	3	Back to traffic		Y	The sign face is towards oncoming traffic
	4	Reverse Parallel		Y	The sign face is away from traffic

SIGN_Condition		Good	Text	Y	This identifies the overall, general condition of the sign
		Fair		Y	The sign face and text is clean, clear to read though slight fading may be present, not obstructed. the sign material is not bent and has no holes
	2	Fair		Y	The sign face is clean and clear, though the text and color may be slightly faded to read. not obstructed. the sign material may be slightly bent with no holes
	3	Poor		Y	The sign shows signs of moderate deterioration, faded color and text, obstructed with possibly bent sheeting or holes in the sign face
SIGN_Direction		N	Text	Y	General direction the front of the sign is facing
		E		Y	The front of the sign is facing north
	2	E		Y	The front of the sign is facing east
	3	S		Y	The front of the sign is facing southeast
	4	W		Y	The front of the sign is facing west
	5	NE		N	The front of the sign is facing northeast
	6	SE		N	The front of the sign is facing southeast
	7	SW		N	The front of the sign is facing southwest
8	NW	N	The front of the sign is facing northwest		
SIGN_Illumination		No		Y	Notation if the individual sign, or sign complex has illumination
	1	No		Y	No illumination is present
		Yes		Y	Yes, the sign or sign complex has some form of illumination
SIGN_Size		Small	Text	Y	Relative size of sign for comparison to MUTCD
		Medium		Y	Approximately 1 square foot of sign face - common size for parking restriction signs
	2	Medium		Y	Approximately 1 to 4 square feet of sign face - common size for speed limit signs
	3	Large		Y	Approximately 4 to 16 square feet of sign face (4 feet x 4 feet- 1/2 sheet of plywood) - most signs
	4	Extra Large		Y	Approximately 16 to 32 square feet of sign face (4 feet x 8 feet - sheet of plywood)
5	Highway Size	Y	Greater than 32 square feet (full sheet of plywood or more)		
SIGN_SubGroup		Autopopulate from MUTCD	Text	Y	This identifies the secondary sign category - See SignFace list for Sign Group
SIGN_Comment			Text	Y	General comment about the asset, if any

Right of Way MAL // Supports

Asset	Code	Asset Type	Measurement	Definition
Supports	SS	Point	Count	Identification of permanent sign supports. Does not include temporary signage, private or commercial signs, traffic control devices or variable message boards. All signs along a roadway will be included in the survey including railway crossings and those of other jurisdictions such as when a roadway passes through an interchange, unless the street

Attribute	Code	Reponses	Representation	Definition
OBJECTID		Object ID	Numeric	Internal ESRI field
SS_ID			Numeric	A number string representing a unique identifier for the asset staling at 100000
Segmen_ID			Numeric	Street segment ID of the street adjacent to the asset
Photo_Hyperlink			Text	The URL link to photo associated with asset.
Photo Hyperlink Back			Text	IURL link to a photo back side of the signs and support

SS_Code		(see list below)	Text	Support type code from Support tab
SS_Comment			Text	General comment about the asset, if any

The following Attributes are only populated if the support is an dedicated sign post. Other types of Supports will be left NULL

SS_Count		Single	Numeric	Number of supports upholding the sign complex
	2	Dual		A single post or pole forms the support unit (gantries are counted as a single unit)
	3	Triple		Two posts or poles forms the support unit
	4	Multiple		Three posts or poles forms the support unit
				Multiple posts or poles forms the support unit
SS_Condition		Good	Text	This identifies the overall, general condition of the support
	2	Fair		Support is plumb, straight and material is in good condition.
	3	Poor		Support material is showing signs of deterioration, rust or slightly out of plumb
SS_Add_On		No Add On	Text	Support is not plumb and / or shows signs of deterioration.
	2	Striping		Notation of additional items located on the sign support (sign posts only)
	3	Banner		Nothing additional has been placed on the sign support
	4	Paint		Horizontal striping has been added
				Vertical banner has been added
				The support, or a portion has been painted

SS_CODE	DESCRIPTION
XBOC	bridge or overhead crossing
XBS	building or structure
XGR	guardrail
XXS-01	metal support with flashers
XMC	municipal channel
XOPS	other posts or support
XOW	overhead wire
XPRP	plastic round post (pvc)
XRR	rail road crossing
XRMP	round metal post
XSBG	sign bridge or gantry
XSC	sign cantilever

Support Codes

SS_CODE	DESCRIPTION
XSP	sign post
XTT-01	single telescoping square tubing
XSMP	square metal post
XSL	street light
XSS	structural steel
XBAR-01	traffic barrier
XDRUM	traffic drum
XTS	traffic signal
XUP	utility pole
XWPH	wood post (heavy)
XWPL	wood post (light)

EXHIBITB
COST PROPOSAL

Fee Proposal

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Best regards,

C--1 Vr-

Daniel White, MBA
 Client Services Manager

EXHIBIT C
REQUIRED FORMS AND DOCUMENTS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for Instructions and the latest Information.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.

IMS INFRASTRUCTURE MANAGEMENT SERVICES LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Umltd liability company, Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not Individuals; see Instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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Other (see instructions) ►

6 Address (number, street, and apt or suite no.) See instructions.

Requester's name and address (optional)

10630 75th Street North

6 City, state, and ZIP code

Larao FL 33777

7 Ust account number (&) here (optional)

Taxpayer Identification Number (TIN)

Social security number

backup withholding. For Individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Employer Identification number

2101-10181413101513

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is *my* correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding **because:** (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ► June 14, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT Interest earned or paid

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs 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. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 48 employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

70482 - E-Verify

EEV / Basic Pilot Program* User Identification Number

[Signature] (IMS Infrastructure Management Services, LP)
BY: _____ Officer or Agent

11/10/2022
Date

(Contractor Name)
President

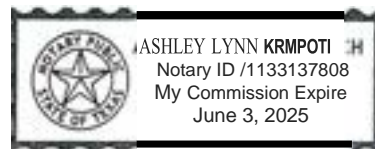
Title of Authorized Officer or Agent of Contractor

Kurt Keifer, PhD, PE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 11th DAY OF December 2022

Not-dtyPub Lic
My Commission Expires: 01/13/2025



*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).

CERTIFICATION ON SPONSER

DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of IMS Infrastructure Management Services, LP, ("Contractor"), whose address is 8380 South Kyrene Road, Suite 101, Tempe, AZ 85284

----- 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 the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, N/A 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: 12/14/2022 Signature: _____ :

Print Name: Kurt Keifer Title: President

Purchasing Division

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2022

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	ft{ cT Debra Parra	
	i;18N9o Ext): 813 321-7500	Iffc No): 813 321-7525
	it1D"}l ss, debra.parra@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED IMS Infrastructure Management Services, LP 8380 S. Kyrene Rd. Suite 101 Tempe, AZ 85284	INSURER A: Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Property Cas. Co. of America	25674
	INSURER c: Travelers Casualty and Surety Company	19038
	INSURER D: Travelers Casualty & Surety Co. of Amer	31194
	INSURER E: Travelers Indemnity Co of America	25666
	INSURERF:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	1, & Bn15 > 11 & Bn15 1	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZLP16P27627	03/31/2022 03/31/2022	EACH OCCURRENCE AGGREGATED (\$500,000) MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY X ANYAUTO OWNED - SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY		BA2T939765	03/31/2022 03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB OCCUR EXCESSLIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$10000		CUP2T942456	3/31/2022 03/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB2T941238	03/31/2022 03/31/2023	X 1 ffrn IF 1 JH- E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE • POLICY LIMIT \$1,000,000
D	Professional Liab		107414121	04/01/2022 04/01/2022	\$2,000,000 Ea. Claim \$2,000,000 \$10,000 Retention

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Johns Creek is included as additional insured with respects to General Liability as required by written contract or agreement.

CERTIFICATE HOLDER City of Johns Creek 11360 Lakefield Drive DULUTH, GA 30097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 0-=-,nVi C,,_e



CITY COUNCIL AGENDA ITEM

SUBJECT: Botanical Garden Design Contract Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap here to enter text.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran, PE, City Engineer & Shakerah Hall, Procurement Manager

PURPOSE: City of Stonecrest adopted a Parks Master Plan in October 2020. One of the new parks included in the Parks Master Plan is to develop a Botanical Garden at the property at the end of Fairington Parkway. The total acreage for this facility is 65.66 Acres. The master plan proposes a Botanical Garden, associated infrastructure, and several other elements for this location. The selected Vendor will be closely working with Georgia-Alabama Land Trust, Inc. to ensure conservation easement elements are not violated and adhere to the restrictions.

FACTS: The City of Stonecrest solicited proposals from qualified and experienced firms to provide civil/site engineering design for New Fairington Park and Botanical Garden. Ten proposals were received on August 8, 2023. The Evaluation Team completed the evaluation and made a recommendation based on technical scores to Stantec Consulting Inc. in the amount of \$293,500.00. Funding for this Contract comes from 300-330-05135-52143.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff respectfully request the approval of this contract with Stantec Consulting Inc. through December 31, 2023, with the option to renew the contract for one (1) year term.

ATTACHMENTS:

- (1) Attachment 1 - Proposal Summary
- (2) Attachment 2 - Recommend Vendor Proposal
- (3) Attachment 3 - Draft Contract
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Request for Approval of a Contract with Stantec Consulting Services, Inc. to provide Design Services for New Fairington Park Botanical Garden

FACT:

City of Stonecrest adopted a Parks Master Plan in October 2020. One of the new parks included in the Parks Master Plan is to develop a Botanical Garden at the property at the end of Fairington Parkway. Total acreage for this facility is 65.66 Acres. The master plan proposes a Botanical Garden and associated infrastructure and several other elements for this location. Selected Vendor will be closely working with Georgia-Alabama Land Trust, Inc. to make sure conservation easement elements are not violated and adhere to the restrictions.

The City of Stonecrest solicited proposals from qualified and experienced firms to provide civil/site engineering design for New Fairington Park and Botanical Garden. Proposals were received on August 8, 2023, and the Evaluation Team completed the evaluation and made a recommendation based on Technical Scores.

REQUEST:

Approve a Contract with Stantec Consulting Services, Inc. to provide Civil Engineering design services based on the scope of work in the RFP for the amount not to exceed \$293,500.

RECOMMENDATION: Staff recommend approval of a Contract with Stantec Consulting Services, Inc for the amount of \$293,500.

Funding for this Contract comes from 2023 SPLOST Fund allocation (2023 Budget Approval Council Action)

Bid Evaluation Sheet

Bidders	Compliance	Technical Score	Rank
Stantec	Pass	73.03 (91.28%)	1
Cooper Carry	Pass	72.32 (90.4%)	2
Eberly & Associates, Inc.	Pass	70.57 (88.21%)	3
CPL	Pass	70.48 (88.1%)	4
Lose & Associates, Inc.	Pass	68.74 (85.93%)	5
Robert and Company	Pass	67.83 (84.78%)	6
Kaizen Collaborative	Pass	64.83 (81.04%)	7
Planners and Engineers Collaborative, Inc.	Pass	53.83 (67.28%)	8
Planners and Engineers Collaborative, Inc.	Pass	50.75 (63.44%)	9
Travis Pruitt & Associates, Inc.	Pass	24.63 (30.79%)	10



City of Stonecrest

RFP 23-109

Submittal of Proposal for - New Fairington Park and Botanical Garden Civil Design RFP

Prepared for: **City of Stonecrest**

Prepared by: Stantec Consulting Services Inc.

August 8, 2023



Donaldson Bannister Park, Dunwoody Parks Dept.

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03 EVALUATION AND SELECTION CRITERIA	
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APPENDIX	
Exhibit A	Georgia Security and Immigration Compliance Act Affidavit
Exhibit B	Drug-Free Workplace
Exhibit C	Purchasing Policy Addendum
Exhibit D	Affidavit Verifying Status for City Public Benefit Application
Exhibit E	Non-collusion Affidavit



RE: RFP # 23-109 Request For New Fairington Park Botanical Garden and Civil Design Services

Dear Ms. Hall,

We are thrilled to have an opportunity to respond to this exciting project. Probably more than any of the work we do, we really love parks. Knowing the impact a well-designed park can have on the community, and selfishly, how much fun we have in the process, we jumped at the chance to respond. Beyond how much fun it is for us to do work like this, we happen to be great at what we do. If you select Stantec, you will get:

Access to **Technical Skills** and **Capacity**. Stantec has all the expertise you could ever want under one roof. If we run into unexpected issues, the answers are a phone call away. This is the horsepower Stantec brings to every job we do, and we have the capacity to take on this project. Our engineers, specialists and support personnel have a strong history of delivering creative design solutions for our clients' toughest challenges.

Responsiveness. As Project Manager, I commit to providing high-quality responsiveness and communication from our team. You can be confident that your concerns will not only be heard, but handled in a positive, professional manner. As our client, your interests will always come first. I will serve as your primary point of contact and will ensure that the proper resources are employed to deliver this assignment on time and within budget.

We understand the importance of maximizing your community's investment in infrastructure by providing experience and ideas that have long-term value. At Stantec, we design with community in mind. Our team has been providing professional design services to communities throughout Georgia for more than five decades. It is what we do. It is what we are built to do.

On behalf of the Stantec Team, thank you for this opportunity to present our qualifications. Please do not hesitate to contact me at (770) 492-2654 or by email at stephen.hopper@stantec.com.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Stephen Hopper".

Stephen Hopper, PLA, ASLA

Associate, Senior Landscape Architect
Stantec Consulting Services Inc.

* Stantec acknowledges receipt of Addenda 1 - 4 as issued by The City of Stonecrest.



PROPOSAL LETTER

We propose to bid the work under the above referenced Request for Proposal (RFP). The terms and conditions apply to the RFP.

We are agreeable to all the terms and conditions of the City of Stone Mountain RFP as modified by any attached special conditions and with the exception of. Any exceptions are noted here with this proposal.

I understand and agree that this statement of proposal and proposal constitutes an offer which when accepted and the terms and conditions of such acceptance will constitute a binding contract with the City of Stone Mountain.

I understand and agree that whenever the City specifies a brand name in the RFP and that brand name has a new or improved specification, by our written signature on this proposal we guarantee that all items should meet or exceed all such City specifications. We further agree to provide a contract to all vendors and services which meet or exceed the specifications. The City of Stone Mountain is the master of its work and materials and materials and materials are available to the City.

I understand and agree that this statement of proposal and proposal shall be valid and binding for a period of ninety (90) days from the date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Required signature)

I certify that I am a duly authorized representative of the person or company who is submitting this proposal for the above referenced project. I understand and agree that this statement of proposal and proposal shall be valid and binding for a period of ninety (90) days from the date. I further agree to provide a contract to all vendors and services which meet or exceed the specifications. The City of Stone Mountain is the master of its work and materials and materials are available to the City.

Authorized Signatory  Date 08/07/2023

Print Name Stephen Hopper, PLA, ASLA

Print Company Name Stantec Consulting Services Inc.

Email Address Stephen.Hopper@Stantec.com

Company Name Stantec Consulting Services, Inc.

Company Headquarters' Address

Stantec Consulting Services, Inc.
400-10220 103 Avenue NW 4
Edmonton, Alberta, Canada, T5J 0K4

Contact Information

Stephen Hopper, RLA, Associate
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629
p: 770.315.8155
stephen.hopper@stantec.com



Atlanta Office Lobby

Company Website

www.stantec.com

<https://www.stantec.com/en/offices/united-states-locations/georgia-offices-filtered/atlanta-georgia-office>

Georgia Addresses

Stantec Consulting Services, Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629

Stantec Consulting Services, Inc.
3157 Royal Drive, #250
Alpharetta, Georgia, 30022

Staff

17 Administrative | 1 Biologist | 1 Chemical Engineer | 19 Civil Engineers | 2 Computer Programmers | 2 Construction Inspectors | 1 Construction Manager | 2 Geologists | 2 Landscape Architects | 4 Planners | 6 Project Managers | 2 Structural Engineers | 2 Technician/Analyst | 4 Transportation Engineers

Form of Ownership

100% owned by Mustang Acquisitions Holdings, Inc.

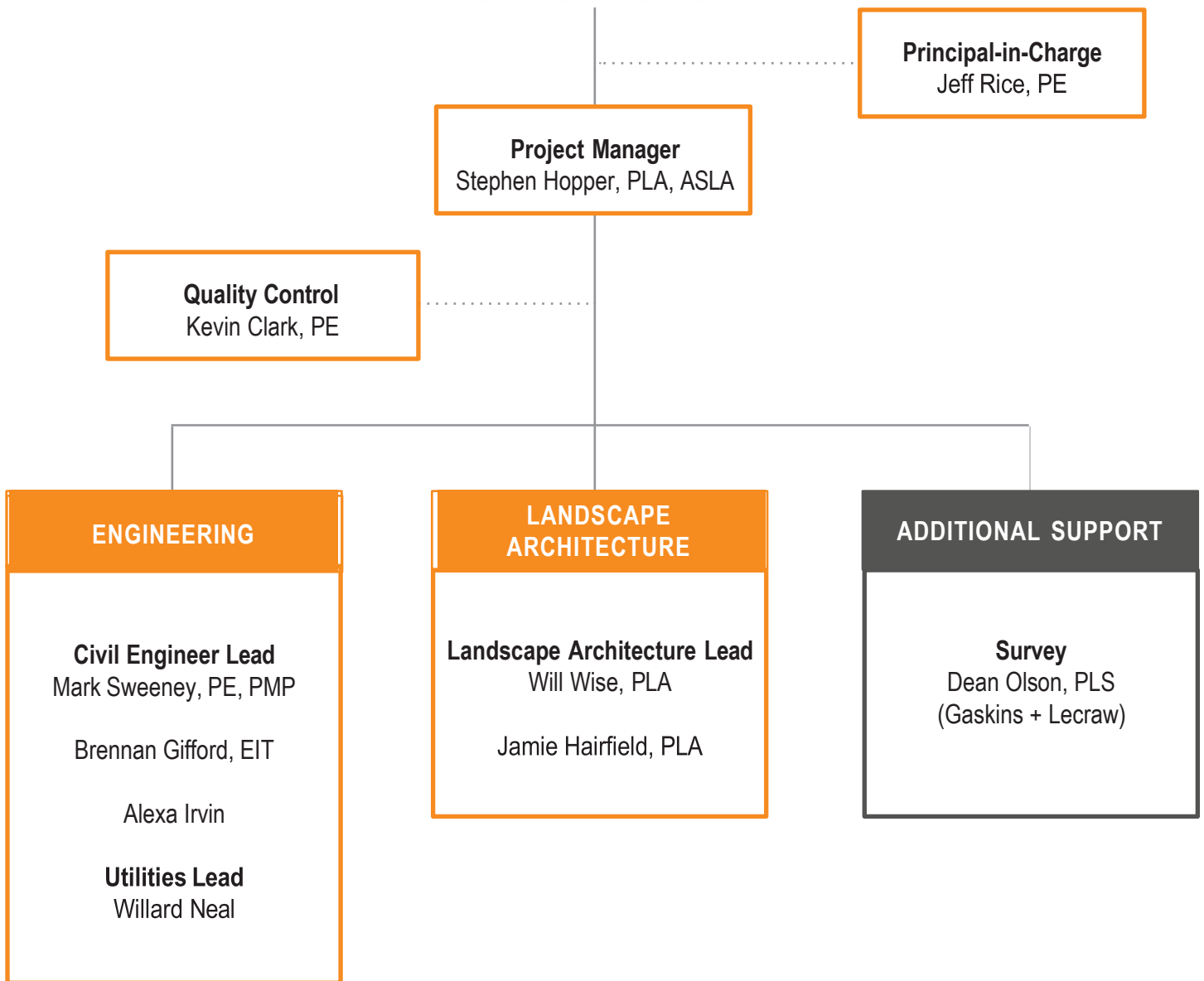
State of Incorporation
New York

Number of Years in Business 64

Business Structure Corporation

3.1.1 Project Personnel

Organizational Chart



3.1.1 Project Personnel

Key Resumes



STEPHEN HOPPER PLA, SITES AP, LEED AP, BD+C
Project Manager



Stephen will lead the management and client interaction for the park improvements. His expertise spans many facets of design including bicycle and pedestrian paths, community planning, recreation master planning/development and park design. Stephen has a passion for creating, improving, and enhancing spaces that benefit a community or group of users. He has experience working on project types ranging from commercial, institutional and federal projects. Stephen also has a strong understanding of how early planning relates directly to final construction efforts

EDUCATION

Bachelor of Landscape Architecture,
University of Georgia, Athens, Georgia

REGISTRATIONS

American Society of Landscape
Architects, #LA001651, State of Georgia

Professional Landscape Architecture
#1651, State of Georgia

KEY RELATED EXPERIENCE:

Smith-Gilbert Botanical Garden

Kennesaw, Georgia - Design Lead for expansion and transformation of Botanical Garden event spaces, landscape, and parking lots. The first phase of the desing has been constructed.

Lynnbrook Park *Chattanooga, Tennessee*

Landscape Architect for this community park that transforms a public works site to a large passive park. With multiple engagment opporutnities, the park will provide the local neighborhood with opportunities for gathering, playing, and communicating. .

Ray Park *Newnan, Georgia*

Project manager for coversion of dilapidated tennis court to thriving community park as part of the city's Park Master Plan. The park was combines playground, pavillions, seating, and civil design with open space and social nodes to create a special gathering space the community now embrace.

Abernathy Linear Park and Greenway

Sandy Springs, Georgia - Assisted with management and design of linear park and art gateway. This park engages the direct surrounding medical community and serves as a healing park with artistic and thematic elements.

Henderson Park Playground and Amenity Expansion

Tucker, Georgia - Project Manager for the expansion of the north end of the park that included the integration of a natural playscape into a 'clearing in the woods'. Natural themes and educational opportunities are included to enhance the opportunities for the interpretive park elements.

Salem Park *Stonecrest, Georgia*

Project Manager for the parking lot expansion and basketball court relocation. Project coordination with City of Stonecrest for permitting and erosion control.



3.1.1 Project Personnel

Key Resumes



MARK SWEENEY PE, PMP
LEAD CIVIL ENGINEER



Mark's civil engineering experience includes municipal engineering, private site development, stormwater management, water distribution, and sanitary collection design. He has also worked on roadway design and construction administration. Throughout his career, His responsibilities include project coordination, design reviews and approvals, contract preparation, administration, planning, and scheduling.

EDUCATION

Master of Science, University of Central Florida, Civil Engineering, Orlando, Florida

Transportation Engineering Graduate Certificate, University of Central Florida Orlando, Florida

Bachelor of Science, Pennsylvania State University, Civil Engineering State College, Pennsylvania

REGISTRATIONS

Professional Engineer #043869, State of Georgia

Professional Engineer: FL, PE, SD

GA Soil and Water Level II cert

Project Management Professional (PMP), #2239645

EXPERIENCE

Lynnbrook Park - Chattanooga, Tennessee
Civil Engineering for this ongoing park project includes a multitude of compelling attributes that combine to create a both a challenging and surpassingly rewarding opportunity for a disadvantaged community. As equal parts neighborhood park, flood control and stream rehabilitation project, Lynnbrook Park possesses dynamic qualities that demand dynamic responses.

Gilbert Park - Drainage and Landscape Improvements* - Mount Dora, Florida
This project began as a Master Stormwater Study to identify flooding problems within the 180-acre watershed. Upon problem identification and recommendations for solutions, Phase I improvements were implemented

Fulton County Standby Engineering Services
Fulton County, Georgia
Project manager for this project involving design and bid documents for 1,800 linear feet of 8" diameter ductile iron pipe gravity sewer. Professional engineering services provided included construction documents and permits for the construction of an 8-inch sanitary sewer extension of the Fulton County sewer system along Stella Drive near Chastain Park.

City of Atlanta Green Infrastructure Study
Atlanta, Georgia
Complete study City of Atlanta Green Infrastructure resources relating to flooding and stormwater impacts. Proposed enhancements to existing mitigation features and maintenance protocols.

Smith-Gilbert Botanical Garden - Kennesaw, Georgia
Civil Lead for expansion of Botanical Garden event spaces, landscape, and parking lots. The first phase of the desing has been constructed.



3.1.1 Project Personnel

Key Resumes


WILL WISE PLA, LEED AP

Landscape Architect



As a Landscape Architect on the Stantec team, he will collaborate to provide problem solving design. Will loves to solve problems that enrich people's lives and the communities in which they live. Whether through landscape architecture or graphic design, Will is passionate about creating the kind of inspiring spaces and places that only great design can provide. Having worked on a wide range of project types, Will is comfortable shifting from public to private, from municipal to residential development and mixed-use urban projects to parks.

EDUCATION

Bachelor of Landscape Architecture,
Mississippi State University, Starkville,
Mississippi

Masters of Fine Arts, University of Idaho,
Graphic Design, Moscow, Idaho

REGISTRATIONS

Registered Landscape Architect,
#LA001639, State of Georgia

EXPERIENCE

Lynnbrook Park - Chattanooga, Tennessee

Lead designer for this ongoing park project includes a multitude of compelling attributes that combine to create a both a challenging and surpassingly rewarding opportunity. As equal parts neighborhood park, flood control and stream rehabilitation project, Lynnbrook Park possesses dynamic qualities that demand dynamic responses.

Harbins Park- Dacula, Georgia

Landscape Designer for the construction of this 1,960-acre conservation park. The goal of the park is to preserve the environment and natural resources of the woodlands, the Alcovy River and Cedar Creek, as well as the potential historical and archaeological resources within the site. The park provides access for a broad range of passive and active features while preserving the natural environment. Will designed all monumental and wayfinding signage for the entire park.

Phase I Design Services for SR 10/US278

Avondale Estates, Georgia - Avondale Estates has selected Stantec to complete a three-phase project where SR10/US278 will be an improved roadway for vehicles and pedestrian travel. Will assisted the team as a landscape architect. Participating in public outreach, project charrette meetings to present design plans and receive resident feedback for collaborative review.

Custer Park Concept Master Plan - Atlanta, Georgia

In an effort to solve serious stormwater problems in Atlanta's Grant Park neighborhood, the City of Atlanta embarked on an ambitious plan to create a massive underground cistern to collect stormwater runoff from the surrounding area. In order to create a city and neighborhood amenity, the decision was made to design a large greenspace to sit atop the cistern. A full city block in size, the park would need to work with the cistern below as well as provide active and passive areas.

3.1.1 Project Personnel

Key Resumes



JEFF RICE PE, ENV SP, SENIOR PRINCIPAL
Principal-In-Charge



Jeff has over 21 years of design experience and currently serves as the Sector Leader for Community Development in the Southeast. As a civil engineer with extensive design and construction experience, Jeff provides client and staff insight into site selection and planning. Jeff has worked with private sector and municipal clients on a range of planning services. Jeff actively engages with clients and staff to deliver projects with a focus on the client's needs and vision for a particular project. His experience includes managing conceptual design charrettes, site planning, public engagement forums, multi-use master planning, preliminary site layout and designs, site investigations, project due diligence research and reports, and completing the process with rezoning application packages and the entitlement process.

EDUCATION

Bachelor of Science, North Carolina State University, Civil Engineering, Raleigh, North Carolina

REGISTRATIONS

Professional Engineer #30490
2005, State of Georgia

Georgia Soil and Water Conservation Commission
Certified Design Professional #29447
2006

EXPERIENCE

Southbend Skate Park - LaGrange, Georgia
QA/QC. The City of LaGrange wanted to define the south end of its downtown with a project that creates energy and life and gives the community a space residents can be proud of. The skate plaza is the centerpiece of Southbend Park and helps showcase the vibrant, diverse, and inclusive goals the city sought to achieve. Jeff oversaw all aspects of design and construction for this transformative project.

Howard Coffin Park Master Plan
Brunswick, Georgia - Stantec helped the City develop a conceptual master plan focused on upgrading the existing facilities and adding new ones, including basketball courts, additional tennis courts, multi-purpose fields and supporting facilities. The conceptual plans will be used to generate funding for the design and construction efforts. The master plan resulted in a 16-step process that will be accomplished over three phases.

Granger Park Master Plan
Milledgeville, Georgia - Granger Park is an active recreation facility and prominent greenspace located just north of downtown LaGrange, Georgia. The project included an interactive community participation process where programming and prioritization were defined. The goal is to connect the parcels through an expansion of an existing trail network while providing needed elements that include a dog park, new playgrounds and greenspace, stormwater amenities, rehabilitation of athletic fields and basketball courts, and locations for future parking.

Harbins Park - Dacula, Georgia
Civil Engineer for the construction of this 1,960-acre conservation park. The goal of the park is to preserve the environment and natural resources of the woodlands, the Alcovy River and Cedar Creek, as well as the potential historical and archaeological resources within the site. The park provides access for a broad range of passive and active features while preserving the natural environment.

3.1.2 Project Experience and References



Smith-Gilbert Botanical Garden Expansion Kennesaw, Georgia

Completion Date: 2020 - Phase I Built (Parking and Entry Plaza)
Client Reference: Lisa Bartlett
Garden Manager
Office: (770) 919.0248
Email: lskaggs@kennesaw-ga.gov

The City of Kennesaw acquired the botanical garden and partnered to imagine an expansion of the garden space with a new entry building and park and garden space. The expansion will introduce folks to the garden that may not be aware of its opportunities as it is currently tucked back in the woods. Parking, access, and awareness has been a challenge for the botanical garden. The expansion introduces opportunities for visitors, volunteers, and even goes to easily access the site and engage the garden.



Stantec provided all site and landscape planning and construction documentation for the botanical garden expansion. Our landscape architects designed event spaces and additional botanical garden landscape areas around the entire expansion footprint. Our team also provided design guidance for an approach that allowed the city to phase the project, making it more affordable. The first phase of the expansion has been constructed while the city waits for additional funding to finish the expansion.

3.1.2 Project Experience and References



Arthur Langford Park Atlanta, Georgia

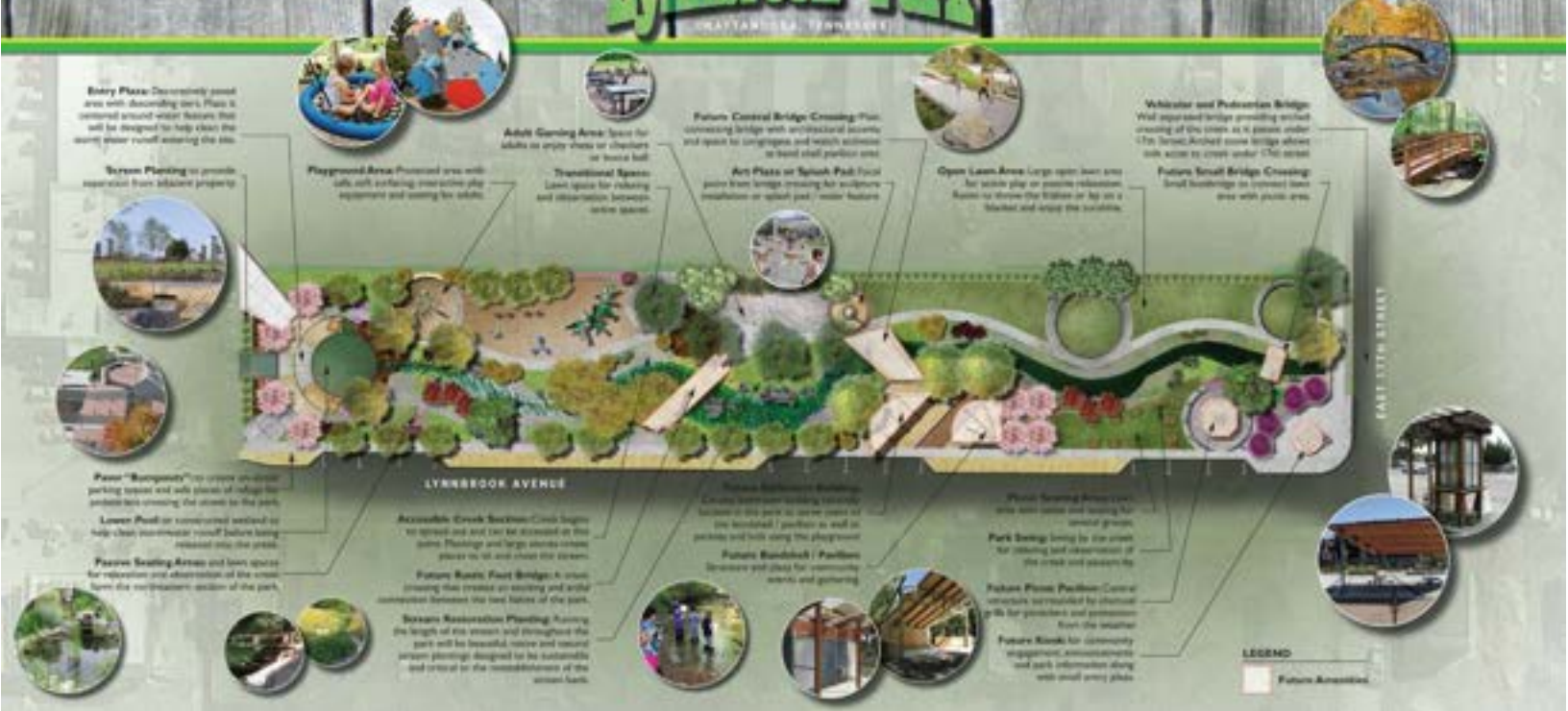
Completion Date: February 2019
Client Reference: Kevin Burke
Director of Design, Atlanta Beltline, Inc.
Email: kburke@atlbeltline.org

The Atlanta Beltline and the City of Atlanta worked together to rehabilitate the Arthur Langford Park and Community Center with a goal to better tell the story of the McDaniel Branch Creek network. The project is located in an underserved area of the City that needed park space. Stantec created a plan to rehabilitate the the one acre space which sits along an active stream in southwest Atlanta.

The project included a partial rehabilitation of a 1970's recreation center along with the additions of a workout facility, skate park, basketball court and pavilion spaces for community gatherings. The project focused on incorporating green infrastructure and education. These elements included removing invasive plant material, reusing existing materials, and adding permeable paving, a native fruit orchard, a bio-retention collection system and a rain garden to improve stormwater management.

Arthur Langford Park continues to be a heavily used asset for the neighborhoods of Joyland, Highpoint and the Villages at Carver in Southwest Atlanta. The active and passive uses blend seamlessly with the open, active stream at its center.

3.1.2 Project Experience and References



Lynnbrook Avenue Park & Green Infrastructure Chattanooga, Tennessee

Completion Date: 2022- Under Construction
 Client Reference: Akosua Cook
 Parks Planner, City of Chattanooga
 Office: (423.643.6889)
 Email: acook@chattanooga.gov

Lynnbrook Park is born of the need to provide a flood control solution to a neighborhood beset with flooding issues. It has become that and so much more. A creek restoration project and a multi-faceted park that will provide a place of respite, of gathering, of education and of recreation for a community greatly in need of those amenities. This project has a relatively long history of public outreach, planning and is currently in the design development phase.

Lynnbrook Park announces its history and its purpose at the very beginning by celebrating the water that serves as its genesis. The original site is a half a lay-down public works site and half a concrete channelized stream. The environmental focus of the project is to naturalize the stream and build the park around that remediation. Water flowing into the park will be slowed, cleaned and released into the main stream channel to meander on its way. The design of the park provides education opportunities through creek access. Gathering areas for all ages interconnect with one another along the parks length. Large, curving spaces provide area for kids of all ages to play. Bridges cross the creek at critical junctures providing access and continuity within the parks varying spaces.

This project was chosen prior to the 2021 National Recreation and Parks Association (NRPA) as the showcase project to receive a spotlight that awarded donations from many of the national park supplier brands from around the country. This has allowed the park to focus local dollars achieving park priorities while still providing and park space with all the amenities that can be desired.

3.1.2 Project Experience and References

Name of Company: Oconee River Greenway Authority / City of Milledgeville

Address: 400 E Greene St, Milledgeville, Ga 31061 (ORGA)
119 E Hancock St, Milledgeville, Ga 31061 (City)

Phone Number: 478.454.8453 (Marion)/478.414.4008 (Hank)

E-mail Address: mmnelson1@gmail.com / hgriffeth@milledgevillega.us

Contact Name: Marion Nelson, Director ORGA/ Hank Griffeth, City Manager

Project: Fishing Creek Trail

Name of Company: City of Avondale Estates

Address: 21 N Avondale Plaza, Avondale Estates, Ga 30020

Phone Number: 404.294.5400

E-mail Address: spowell@avondaleestates.org

Contact: Shannon Powell, Asst. City Manager

Project: Avondale Estates Streetscape and Road Diet

Name of Company: City of LaGrange

Address: 200 Ridley Avenue
LaGrange, Ga 30240

Phone Number: 706.883.2088

E-mail Address: lthreadgill@lagrangega.org

Contact: Leigh Threadgill, Senior Planner, City of LaGrange

Project: Southbend Park

Southbend Park, LaGrange, Georgia



3.1.3 Project Understanding and Approach

PROJECT APPROACH

Our engineers, planners, and landscape architects will collaborate to achieve the client’s overall goal. For this project we understand **THE GOAL** to provide the City of Stonecrest with a new park space that has numerous program elements to provide meaningful impact to the community.

Task 1: Existing Conditions and Analysis

Data Collection/Documentation of Existing Conditions Stantec will utilize a sub-consultant, Gaskins-Lecraw (G+L), for survey services. We have successfully worked with Gaskins in the past and are confident in their high-quality surveys. G+L will provide topographic and boundary survey throughout site footprint. The tree survey will be key in establishing recompense for the city.

Project Kickoff Our first step will be to coordinate a meeting with the City of Stonecrest, and any desired key stakeholders of the park. We will review project goals to ensure everyone understands the opportunities and challenges associated with the project. This meeting we will drive our finalized work plan for the Project Management Team (PMT).

Ground-truthing and Analysis Utilizing field observation, field survey, and any previous concept plans, our team will create and evaluate the dynamic conditions of the park environment. Our team will analyze the existing topography to specifically identify the grade challenges and opportunities as well as identify and quantify the extent of any erosion concerns.

For relatable design services of park and trail functions we will walk, bike, and drive around the park area to understand the conditions from the vantage point of individual users. This helps our team understand conditions in real time, letting us be immersed in the activities of the community.

Task 2: Alternatives Development and Concept Plan

Upon completion of Task 1, we will begin to develop design alternatives to provide park enhancement while considering connectivity and accessibility throughout the park. We propose to develop these plans in an interactive format that rigorously tests solutions against engineering principles and engaging design.

Our landscape architects and engineers will identify alternatives for some of the key enhancement locations in conjunction with the goals of Stonecrest. Our team has the experience with parks, gardens, playgrounds, trails and social nodes to understand how to plan and conceptualize enhancements to ensure constructibility.

In addition to the quoted enhancements stated in the RFP, our team will consider additional elements that include:

- Accessible Pathways that Connect the Community with the Park
- Placemaking Social Nodes/Gathering Spaces
- Landscape Design at the key nodes
- Branding and Wayfinding-Opportunities for education and interpretive engagement with both the playground and natural landscape.

Concept Design Refinement PMT session after initial alternatives development will lead to the development of a primary alternative focusing on:

- The feasibility of constructing the preferred alternative (and subsequent concepts)
- Preferred alignments and cross-sections
- Alternative (or secondary) alignments with cross-sections
- Specific alignments for connections to the Park trail system

Prior to creation of construction documents, Stantec will provide the City of Stonecrest a Preliminary Cost Estimate for planning and development purposes.

3.1.3 Project Understanding and Approach

Task 3: Construction Documentation

Prepare Project Deliverables We will prepare revisions based on feedback from the PMT feedback once the final vision of the plans have been cast, and the plan has been edited and reviewed (both internally and by the PMT), we will develop final deliverables.

These include:

- Updated Park enhancements Master Plan with new features
- Amenities including dog parks, pavillions, gardens, entry corridors, etc.
- Park and Trail Site Improvement Plans
- Erosion and Sedimentation Control Plans
- Landscape Plans
- Grading plans

We believe that we bring the City of Stonecrest a team ready to engage immediately in meeting the needs and goals set forth by the project scope. We have already identified opportunities and constraints we are excited to consider.

Along with development of all final construction plans, a final cost estimate will be provided to inform the Bidding and Construction periods.

Task 4: Bidding and Construction Administration

Stantec has proven experience working with contractors and understands the full construction process. This understanding is important, because we believe that construction considerations will need to run concurrently with all design decisions and considerations. We strive to deliver design services that provide a solution within construction budget as well as within the city's anticipated schedule.

Stantec will provide bidding assistance by answering contractor's RFI's, keeping a bidder's list, attending the pre-bid meeting, and assisting in review of bid responses.

Based upon an anticipated 8-10 month construction schedule, we would like to include a pre-construction kick-off meeting, monthly construction meetings, and a final acceptance walk-through. Stantec would also serve to respond to contractor RFI's and materials approvals. Stantec will provide the 7-Day Inspection Letter for erosion control measures.



Grand Opening of Fishing Creek Trail, Milledgeville, Ga

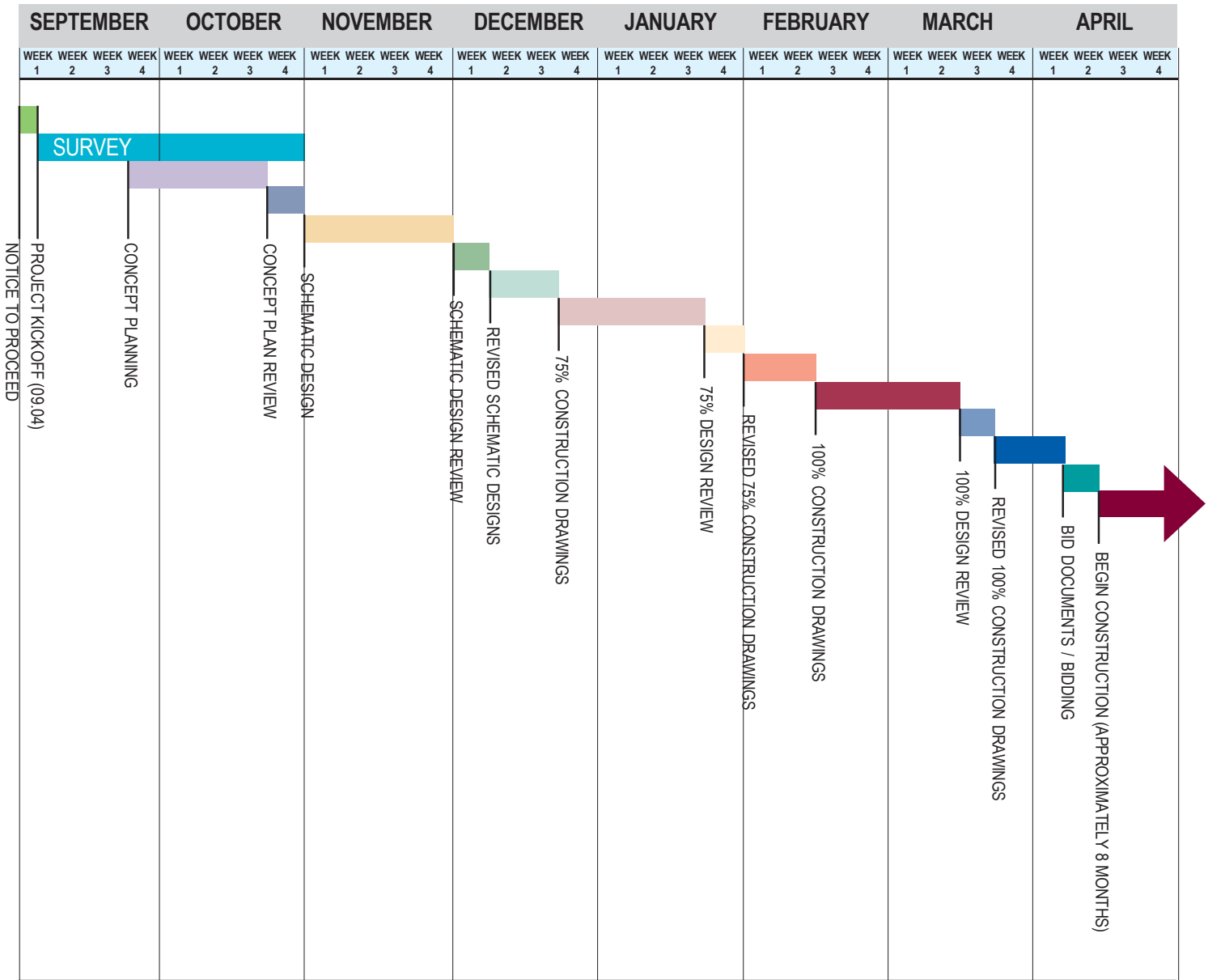
Schedule

We have proposed a design schedule of approximately 7-8 months. We do know that survey will take 60 days for completion due to size of site and tree survey. This schedule includes close coordination with City staff and timely, regular review of documents, deliverables, and analysis to continue moving forward. There are certain considerations that may reduce or extend the design period including detailed coordination with the manufacturers in regards to availability, etc. Plans will be coordinated with the City of Stonecrest for all Permitting including plans to Georgia Soils and Water. Please find a proposed schedule outline on the following page.

03 EVALUATION AND SELECTION CRITERIA

Item XIII. c.

3.1.3 Project Understanding and Approach



Scope, Fee, Hourly Rates

COST PROPOSAL

Please provide the fee If more services are needed based on our findings during design, those services and work will be done under an add service agreement.

Survey (lump sum)	\$ <u>81,000</u>
Civil Site Plan Design and Permitting(lump sum)	\$ <u>175,000</u>
* Bid Assistance and Engineer of Record Services (lump sum)	\$ <u>34,500</u>
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$ <u>3,000</u>
Total Cost Proposal	\$ <u>293,500</u>

*Bid Assistance to include attendance at Pre-Construction Meeting, 6 project progress meetings on site with the contractor, and Project Close Out meeting. Services include coordinating and responding to RFIs and submittals. Services also include the 7 Day Letter Inspection by certified professional.

Irrigation, Lighting, Geotechnical/Structural, and Environmental Services are not included in the services described in this scope and fee.

Hourly Rates

Project Manager	\$172
Quality Assurance	\$220
Sr. Engineer	\$195
EIT	\$172
Landscape Architect	\$161
CAD Technician	\$131
Administrative	\$161

* Stantec's proposed scope and fee corresponds to the stated Phase I construction improvements from the RFP. Stantec's scope and fee do not account for future phasing or dissemination of one full set of construction plans established for Phase I. If determined to be appropriate, Stantec can provide additional services to create a phased or multi-tiered construction set.



Forms



EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contact Name: Stantec Consulting Services Inc.
Address: 229 Peachtree St. NE, Suite 1900, Atlanta, Georgia 30303-1629

By executing this affidavit, the undersigned person certifies that compliance with OC. A. 13-1091, which affirms that the individual firm, corporation, partnership, joint venture, or other entity had participated in the federal work authorization program commonly known as E-Verify, has occurred in the past 12 months as required in section 13-1091.

The undersigned person certifies that the individual contact person named on the affidavit was not a participant in the federal work authorization program through the contact person named on the affidavit as of the date of the affidavit. The undersigned person certifies that the individual contact person named on the affidavit was not a participant in the federal work authorization program through the contact person named on the affidavit as of the date of the affidavit.

The undersigned person certifies that the individual contact person named on the affidavit was not a participant in the federal work authorization program through the contact person named on the affidavit as of the date of the affidavit.

48737 06/19/2007
E-Verify™ Company Identification Number Date of Authorization

[Signature] 08/07/2023
BY: Authorized Officer/Agent De
(Name of Person/Entity)

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

7th DAY OF August 2023

[Signature]
Notary Public

My Commission Expires: 10/02/2026



* Any individual participating in the federal work authorization program through the contact person named on the affidavit as of the date of the affidavit is in violation of the federal work authorization program and is subject to the federal work authorization program and is subject to the federal work authorization program and is subject to the federal work authorization program.



Forms

EXHIBIT B

DRUG-FREE WORKPLACE

The undersigned certifies that provisions of Code Sections 5024 through 50246 of the Official Code of Georgia Annotated relating to the Drug-Free Workplace Act have been complied with.

The undersigned certifies that:

- A drug-free workplace will be provided for the State of Georgia employees residing in the State of Georgia and
- Each State of Georgia who has a contract to work having a drug-free workplace shall secure in the contract the following written certification:

As part of the contractual agreement with City of Stonecrest (State of Georgia) Stantec Consulting Services Inc. (Contractor) certifies to the State of Georgia that a drug-free workplace will be provided for the Contractor's employees residing in the State of Georgia pursuant to paragraph 0 of the contract of Code Sections 5024 (E).

Also the undersigned certifies that the following information is a true and correct copy of the information presented on the contractor's contract and is being provided to the State of Georgia.

Stantec Consulting Services Inc.

Company Name
Stephen Hopper 08/07/2023

BY: Authorized Officer Agent De
(State of Georgia Signature)

Associate

The Authorized Officer Agent of State of Georgia

Stephen Hopper, PLA, ASLA

His Name Authorized Officer Agent



Forms

EXHIBIT C

PURCHASING POLICY ADDENDUM

I, Stephen Hopper hereby certify that I have read the policy of the City of Stonecrest, GA Purchasing Policy which can be found at <https://www.stonecrestga.gov/PurchasingPolicy.aspx> and agree to comply with the requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 08/07/2023
BY: Authorized Officer or Agent Date

(Save to Both Sides)

Associate _____

Title of Authorized Officer or Agent to Save Both _____

Stephen Hopper, PIA, ASIA 08/07/2023

Title Name of Authorized Officer or Agent Date



Forms

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit in connection with an application for City of Stonecrest Georgia Bushes License or Capital Tax Certificate Alcohol License Tax Permit or other tax or public benefit as defined in OCGA § 0-61 I am stating the following which is true to my application for City of Stonecrest license permit or certificate

RFP 23-109 Fairington Park

Botanical

City

[Name of natural person applying on behalf of individual business operation partnership or other entity]

1. Stephen Hopper I am a United States citizen

OR

2. I am a legal permanent resident 1 year of age or older I am an alien lawfully admitted for permanent residence under the Federal Immigration and Nationality Act 1 year of age or older and I file as the United States.*

I make this declaration under oath I understand that anyone who knowingly and willfully makes a false statement or provides false information in an affidavit is a violation of OCGA § 16-10-20

Signature Applicant Stephen Hopper

Date 08/07/2023

Title Name Stephen Hopper, PLA, ASLA

*A In Georgia nonimmigrant visas

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 7th day of August 2023

Notary Public Kimberly Lehner

My Commission Expires 10/02/2026



*Note: OCGA § 0-61-2 requires that an individual be a legal permanent resident of the United States as defined in USC. An individual who is a naturalized citizen of the United States is not eligible for this benefit. An individual who is a naturalized citizen of the United States is not eligible for this benefit. An individual who is a naturalized citizen of the United States is not eligible for this benefit.

PROFESSIONAL SERVICES CONTRACT
New Fairington Park and Botanical Garden Civil Design
Request for Proposal 23-109

This **CONTRACT** made and entered into this __ day of _____, 2023, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Stantec Consulting Services Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) upon mutual written agreement by the parties by December 31, 2023, unless the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents :**

- I. General Conditions.
- II. Request for Proposal Introduction.
- III. Request for Proposal
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.
- Exhibit E: Non-Collusion Affidavit.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties and, as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

STONECREST, GEORGIA

By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Stantec Consulting Services Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for

GENERAL CONDITIONS

work on the City’s premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider’s employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider’s employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager (“Project Manager”) acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
 - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City’s discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City’s prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

GENERAL CONDITIONS

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

GENERAL CONDITIONS

6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.

9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

GENERAL CONDITIONS

- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest’s Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider’s performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider’s compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER’S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider’s, or its subcontractor’s (or the officers’ directors’, employees’ or agents’ of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities

GENERAL CONDITIONS

which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the

GENERAL CONDITIONS

execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers’ Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City’s Council and the citizens’ advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider’s performance of the Contract work:

(1)

CONTRACTS FOR UP TO \$50,000

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 \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

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 \$500,000 combined single limit.

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

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

GENERAL CONDITIONS

Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Completed Operations coverage is to be maintained for three (3) years following completion of work.

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.

- 12.7.2 Health Insurance. Not applicable.
- 12.7.3 Garage Liability Insurance. Not applicable.
- 12.7.4 Garage Keeper’s Legal Liability Insurance. Not applicable.
- 12.7.5 Crime Coverage. Not applicable.

GENERAL CONDITIONS

- 12.7.6 Pollution Liability Insurance. Not applicable.
- 12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

- 13.1 N/A
- 13.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). . If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. 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.

GENERAL CONDITIONS

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such

GENERAL CONDITIONS

application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

GENERAL CONDITIONS

- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to

GENERAL CONDITIONS

mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

- (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

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19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next-day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service

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Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who

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claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused t real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

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- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to

GENERAL CONDITIONS

- have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.
- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any

GENERAL CONDITIONS

damages resulting from negligence of the City or its employees, agents or Service Providers.

- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Condition.

REQUEST FOR PROPOSAL INTRODUCTION

INTRODUCTION, BACKGROUND, AND RFP PROCESS

Introduction

This Request for Proposal (RFP) is for qualified Proponents (“Proponent” or “Proponents”) for the New Fairington Park and Botanical Garden Civil Design. A detailed Scope of Services (“SOS”) is set forth in this RFP.

Background

City of Stonecrest adopted a Parks Master Plan in October 2020. One of the new parks included in the Parks Master Plan is to develop a Park and Botanical Garden at the property at the end of Fairington Parkway.

The city owns six parcels at the end of Fairington Parkway. The Tax parcel ID for these Parcels are 16-075-01-003 (5954 Rock Springs Road) – 18.82 Acres, and 16-074 03 005 (3001 Fairington Parkway) – 12.89 Acres, 16-074-03-018 (2934 Fairington Parkway) – 1.76 Acres, 16-074-03-019 (2958 Fairington Parkway) – 0.22 Acres, 16-074-03-020 (2963 Fairington Parkway) - 1.13 Acres, and 16 075 01 104 – 30.84 Acres. Total acreage for this facility is 65.66 Acres. The master plan proposes a Botanical Garden and associated infrastructure and several other elements for this location. Some of the elements for this park includes:

Trail connection to existing Fairington Park and to the adjacent residential neighborhoods

- Restored woodlands and woodland gardens.
- Botanical Garden with Gardens highlighting the flora of the Piedmont region.
- Dog Park and Dog Park Pavilion
- Walking and Fitness Trail
- Amphitheater and Event Space
- New Stonecrest Community Center and Aquatic Center
- Outdoor Classrooms
- Children Playground
- Park Pavilion and Restrooms
- Fitness Challenge Course and Meeting Pavilion
- Community Garden with plots available for rent
- Multi-Purpose Fields for athletic Events
- Parking Lot

Master Plan pages for new Fairington Park and Botanical Garden is provided in Appendix A. The city wishes to complete civil design in several phases of the elements proposed in the Master Plan. Phase I civil design will include the following elements within the front portion of the park. Those elements in the Phase I design are:

REQUEST FOR PROPOSAL INTRODUCTION

06 – Dog Park

07 – Dog Park Pavilion

24 – Park Entry Avenue

23 – Multi-Purpose Fields

25 – Entry Pavilion

08 – Parking

26- Adjacent Property Parking (eliminated and combined with 08)

22- Community Gardens

15 – Stonecrest Community Center (Grading and Drainage Only, building design will be bid separately)

Scope of Work

The scope of services is to include the following:

Task I – Boundary Survey, topographic Survey, and existing condition survey

Boundary survey will include establishing property corners and providing base boundary map for the park. The site is a former country club course and has mainly been unused for several years. A topographic survey is required for civil engineering design of the entire park and Botanical Garden in phases. There are no known utilities within the site. Portion of Fairington Parkway is located within Parcel 5454 Rock Springs Road. The survey includes locating streets, utilities, and topography of the existing road. In addition, all existing concrete/asphalt trails within the property shall be located. All existing streams, creeks, wetland, and floodplains shall be located and shown on the existing condition plan.

All Specimen trees shall be identified and located I the tree survey. Specimen tree is defined as any tree in fair or better condition which equals or exceeds the following diameter sizes:

- a. large hardwoods, i.e., oaks, hickories, yellow poplars, and similar species: 30 inches DBH.
- b. large softwoods, e.g., pines, evergreens, and similar species: 30 inches DBH.
- c. small trees, e.g., dogwoods, redbuds, sourwoods, and similar species: Ten inches DBH and the Crape Myrtle trees within the property.

Task II – Civil Site Engineering Design

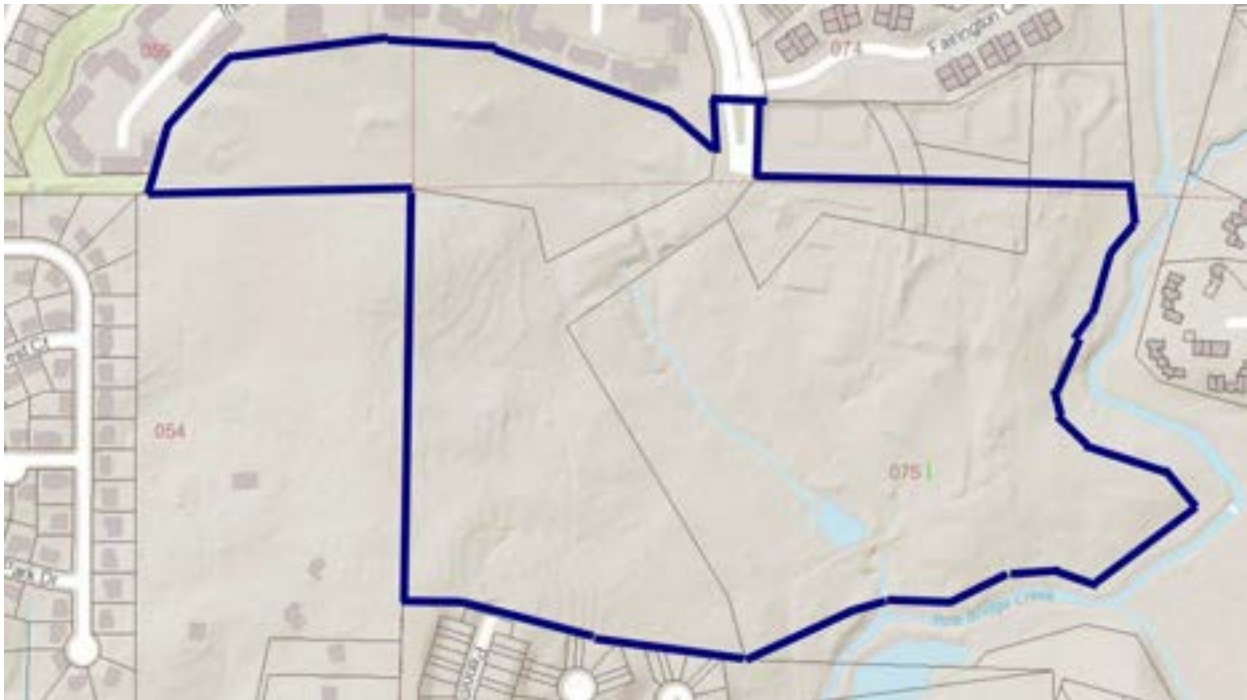
The task will include the development of draft Concept Plans for review by City Staff and provide input prior to proceeding with final design. Concept plan should depict the amenities and infrastructure outlined in the Master Plan. Some minor adjustments will be made to the master plan to include the offsite parking (26) within the city owned property. Site Design includes the following:

REQUEST FOR PROPOSAL INTRODUCTION

1. Existing condition plan
2. Erosion and sediment control plan
3. Tree Protection Plan
4. Grading Plan
5. Drainage plan and Profile
6. Utility Plan (Water and Sewer)
7. All required standard and specific details.

Task III – Bid Assistance and Engineer of Record Services during construction.

The selected firm shall provide a bid quantities table for bidding purposes and provide a scope of work for construction bidding. In addition, the Selected firm shall provide engineer of record services such as responding to the questions from potential bidders during the procurement process, attend the pre-bid and pre-construction meetings, attend construction progress meetings, respond to RFI's, clarify the design if any conflict between design drawings and site conditions arises.



REQUEST FOR PROPOSAL INTRODUCTION



End of Request for Proposal Introduction.

REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company's mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

- 3.1.1 **Project Personnel (25 Points)** - Proponent shall provide resumes on all personnel to be assigned to this project. Personnel should have experience with similar projects and

REQUEST FOR PROPOSAL

have the requisite background necessary to complete the proposed scope of work.

3.1.2 Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
 1. Client’s/Owner’s Company Name
 2. Address
 3. Contact Person Information
 4. Phone and Email Addresses
 5. Project(s) completed with listed Client/Owner

3.1.3 Project Understanding & Approach (30 Points) - Proponent shall shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

4. Cost Proposal (20 Points) – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Scoring Criteria

FACTOR	POINTS
Project Personnel	25
Project Experience	25
Project Understanding & Approach	30
Cost Proposal	20
Highest Possible Score	100

5. Other Considerations

5.1.1 All materials submitted in response to this RFP 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 RFP, and selection or rejection of the proposal does not affect this right.

5.1.2 After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be

REQUEST FOR PROPOSAL

engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

- 5.1.3** 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.
- 5.1.4** The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
- 5.1.5** The Proponent 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 RFP will survive the expiration or termination of the contract.
- 5.1.6** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

6. TIMELINE FOR RFP

RFP Number: 23-116, Comprehensive Plan Update
Pre-bid Conference: August 29, 2023, at 11:00 a.m. EST.
Questions Due: September 4, 2023, 4:00 p.m. EST
Proposal Due Date: September 14, 2023, at 4:00 p.m. EST.

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

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

7. Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Proponents. 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.



REQUEST FOR PROPOSAL

The RFP contract will not necessarily be awarded to the Proponent 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 Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

8. Proposal 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.

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.

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.

9. 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 RFP.

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 Proponents 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.

10. Due Diligence

The Proponent 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.

End of Request for Proposa

APPENDIX

Forms



EXHIBIT A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Stantec Consulting Services Inc.
Address: 229 Peachtree St. NE, Suite 1900, Atlanta, Georgia 30303-1629

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.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

Steph Hagan
BY: Authorized Officer or Agent
(Name of Person or Entity)

08/07/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

7th DAY OF August, 2023

Kimberly Lehner
Notary Public



My Commission Expires: 10/02/2026

* 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.

APPENDIX

Forms

EXHIBIT B 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 City of Stonecrest (Service Provider), Stantec Consulting Services Inc. (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.

Stantec Consulting Services Inc.

Company Name/
Stephen Hopper 08/07/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper, PLA, ASLA

Printed Name of Authorized Officer or Agent




APPENDIX

Forms

EXHIBIT C PURCHASING POLICY ADDENDUM

I, Stephen Hopper, 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.

 08/07/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Associate
Title of Authorized Officer or Agent of Service Provider

Stephen Hopper, P.L.A., ASLA 08/07/2023
Printed Name of Authorized Officer or Agent Date

APPENDIX

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EXHIBIT D

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
RFP 23-109 Fairington Park Botanical Garden

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

1. Stephen Hopper 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: *Stephen Hopper*

Date: 08/07/2023

Printed Name: Stephen Hopper, PLA, ASLA

* 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 7th day of August

Notary Public: *Kimberly Lehner*

My Commission Expires: 10/02/2026



* 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:



APPENDIX

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EXHIBIT E

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 Seventh (7th) day of August, 2023

Stantec Consulting Services Inc.
(Name of Organization)

Associate
(Title of Person Signing)

[Handwritten Signature]
(Signature)

23-109
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Dekalb)

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 7th day of August, 2023

Kimberly Lehner
Notary Public Signature

My Commission Expires: 10/02/2026





City of Stonecrest

RFP 23-109

Submittal of Proposal for - New Fairington Park and Botanical Garden Civil Design RFP

Prepared for: City of Stonecrest
Prepared by: Stantec Consulting Services Inc.
August 8, 2023



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01 COVER LETTER



RE: RFP # 23-109 Request For New Fairington Park Botanical Garden and Civil Design Services

Dear Ms. Hall,

We are thrilled to have an opportunity to respond to this exciting project. Probably more than any of the work we do, we really love parks. Knowing the impact a well-designed park can have on the community, and selfishly, how much fun we have in the process, we jumped at the chance to respond. Beyond how much fun it is for us to do work like this, we happen to be great at what we do. If you select Stantec, you will get:

Access to **Technical Skills** and **Capacity**. Stantec has all the expertise you could ever want under one roof. If we run into unexpected issues, the answers are a phone call away. This is the horsepower Stantec brings to every job we do, and we have the capacity to take on this project. Our engineers, specialists and support personnel have a strong history of delivering creative design solutions for our clients' toughest challenges.

Responsiveness. As Project Manager, I commit to providing high-quality responsiveness and communication from our team. You can be confident that your concerns will not only be heard, but handled in a positive, professional manner. As our client, your interests will always come first. I will serve as your primary point of contact and will ensure that the proper resources are employed to deliver this assignment on time and within budget.

We understand the importance of maximizing your community's investment in infrastructure by providing experience and ideas that have long-term value. At Stantec, we design with community in mind. Our team has been providing professional design services to communities throughout Georgia for more than five decades. It is what we do. It is what we are built to do.

On behalf of the Stantec Team, thank you for this opportunity to present our qualifications. Please do not hesitate to contact me at (770) 492-2654 or by email at stephen.hopper@stantec.com.

Sincerely,

Stantec Consulting Services Inc.

Stephen Hopper, PLA, ASLA
Associate, Senior Landscape Architect
Stantec Consulting Services Inc.

* Stantec acknowledges receipt of Addenda 1 - 4 as issued by The City of Stonecrest.



01 PROPOSAL LETTER

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proponent to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proponent. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 08/07/2023

Print/Type Name Stephen Hopper, PLA, ASLA

Print/Type Company Name Here Stanfec Consulting Services Inc.

Email Address of Contact Person: Stephen.Hopper@Stanfec.com



02 EXECUTIVE SUMMARY

Company Name Stantec Consulting Services, Inc.

Company Headquarters' Address

Stantec Consulting Services, Inc.
400-10220 103 Avenue NW 4
Edmonton, Alberta, Canada, T5J 0K4

Contact Information

Stephen Hopper, RIA, Associate
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629
p: 770.315.8155
stephen.hopper@stantec.com



Atlanta Office Lobby

Company Website

www.stantec.com

<https://www.stantec.com/en/offices/united-states-locations/georgia-offices-filtered/atlanta-georgia-office>

Georgia Addresses

Stantec Consulting Services, Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629

Stantec Consulting Services, Inc.
3157 Royal Drive, #250
Alpharetta, Georgia, 30022

Staff

17 Administrative | 1 Biologist | 1 Chemical Engineer | 19 Civil Engineers | 2 Computer Programmers | 2 Construction Inspectors | 1 Construction Manager | 2 Geologists | 2 Landscape Architects | 4 Planners | 6 Project Managers | 2 Structural Engineers | 2 Technician/Analyst | 4 Transportation Engineers

Form of Ownership

100% owned by Mustang Acquisitions Holdings, Inc.

State of Incorporation

New York

Number of Years in Business 64

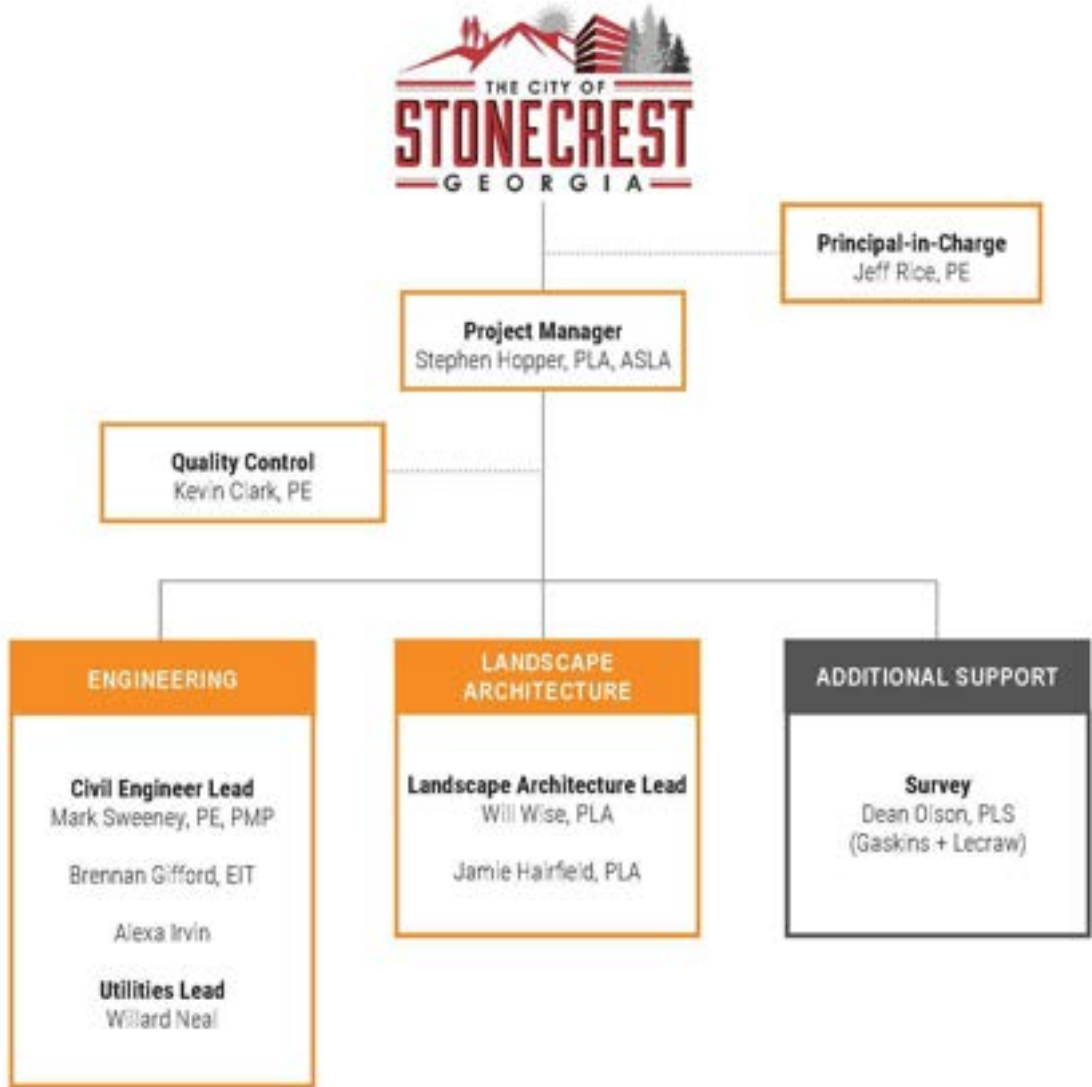
Business Structure Corporation



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Organizational Chart



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



STEPHEN HOPPER PLA, SITES AP, LEED AP, BD+C
Project Manager



Stephen will lead the management and client interaction for the park improvements. His expertise spans many facets of design including bicycle and pedestrian paths, community planning, recreation master planning/development and park design. Stephen has a passion for creating, improving, and enhancing spaces that benefit a community or group of users. He has experience working on project types ranging from commercial, institutional and federal projects. Stephen also has a strong understanding of how early planning relates directly to final construction efforts

EDUCATION

Bachelor of Landscape Architecture,
University of Georgia, Athens, Georgia

REGISTRATIONS

American Society of Landscape
Architects, #LA001651, State of Georgia

Professional Landscape Architecture
#1651, State of Georgia

KEY RELATED EXPERIENCE:

Smith-Gilbert Botanical Garden

Kennesaw, Georgia - Design Lead for expansion and transformation of Botanical Garden event spaces, landscape, and parking lots. The first phase of the design has been constructed.

Lynnbrook Park Chattanooga, Tennessee

Landscape Architect for this community park that transforms a public works site to a large passive park. With multiple engagement opportunities, the park will provide the local neighborhood with opportunities for gathering, playing, and communicating.

Ray Park Newnan, Georgia

Project manager for conversion of dilapidated tennis court to thriving community park as part of the city's Park Master Plan. The park was combined playground, pavilions, seating, and civil design with open space and social nodes to create a special gathering space the community now embrace.

Abernathy Linear Park and Greenway

Sandy Springs, Georgia - Assisted with management and design of linear park and art gateway. This park engages the direct surrounding medical community and serves as a healing park with artistic and thematic elements.

Henderson Park Playground and Amenity Expansion

Tucker, Georgia - Project Manager for the expansion of the north end of the park that included the integration of a natural playscape into a 'clearing in the woods'. Natural themes and educational opportunities are included to enhance the opportunities for the interpretive park elements.

Salem Park Stonecrest, Georgia

Project Manager for the parking lot expansion and basketball court relocation. Project coordination with City of Stonecrest for permitting and erosion control.



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



MARK SWEENEY PE, PMP
LEAD CIVIL ENGINEER



Mark's civil engineering experience includes municipal engineering, private site development, stormwater management, water distribution, and sanitary collection design. He has also worked on roadway design and construction administration. Throughout his career, his responsibilities include project coordination, design reviews and approvals, contract preparation, administration, planning, and scheduling.

EDUCATION

Master of Science, University of Central Florida, Civil Engineering, Orlando, Florida

Transportation Engineering Graduate Certificate, University of Central Florida Orlando, Florida

Bachelor of Science, Pennsylvania State University, Civil Engineering State College, Pennsylvania

REGISTRATIONS

Professional Engineer #043869, State of Georgia

Professional Engineer: FL, PE, SD

GA Soil and Water Level II cert

Project Management Professional (PMP), #2239645

EXPERIENCE

Lynnbrook Park - Chattanooga, Tennessee

Civil Engineering for this ongoing park project includes a multitude of compelling attributes that combine to create a both a challenging and surpassingly rewarding opportunity for a disadvantaged community. As equal parts neighborhood park, flood control and stream rehabilitation project, Lynnbrook Park possesses dynamic qualities that demand dynamic responses.

Gilbert Park - Drainage and Landscape

Improvements* - Mount Dora, Florida

This project began as a Master Stormwater Study to identify flooding problems within the 180-acre watershed. Upon problem identification and recommendations for solutions, Phase I improvements were implemented

Fulton County Standby Engineering Services

Fulton County, Georgia

Project manager for this project involving design and bid documents for 1,800 linear feet of 8" diameter ductile iron pipe gravity sewer. Professional engineering services provided included construction documents and permits for the construction of an 8-inch sanitary sewer extension of the Fulton County sewer system along Stella Drive near Chastain Park.

City of Atlanta Green Infrastructure Study

Atlanta, Georgia

Complete study City of Atlanta Green Infrastructure resources relating to flooding and stormwater impacts. Proposed enhancements to existing mitigation features and maintenance protocols.

Smith-Gilbert Botanical Garden - Kennesaw, Georgia

Civil Lead for expansion of Botanical Garden event spaces, landscape, and parking lots. The first phase of the design has been constructed.



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



WILL WISE PLA, LEED AP
Landscape Architect



As a Landscape Architect on the Stantec team, he will collaborate to provide problem solving design. Will loves to solve problems that enrich people's lives and the communities in which they live. Whether through landscape architecture or graphic design, Will is passionate about creating the kind of inspiring spaces and places that only great design can provide. Having worked on a wide range of project types, Will is comfortable shifting from public to private, from municipal to residential development and mixed-use urban projects to parks.

EDUCATION

Bachelor of Landscape Architecture,
Mississippi State University, Starkville,
Mississippi

Masters of Fine Arts, University of Idaho,
Graphic Design, Moscow, Idaho

REGISTRATIONS

Registered Landscape Architect,
#LA001639, State of Georgia

EXPERIENCE

Lynnbrook Park - Chattanooga, Tennessee

Lead designer for this ongoing park project includes a multitude of compelling attributes that combine to create a both a challenging and surpassingly rewarding opportunity. As equal parts neighborhood park, flood control and stream rehabilitation project, Lynnbrook Park possesses dynamic qualities that demand dynamic responses.

Harbins Park- Dacula, Georgia

Landscape Designer for the construction of this 1,950-acre conservation park. The goal of the park is to preserve the environment and natural resources of the woodlands, the Alcovy River and Cedar Creek, as well as the potential historical and archaeological resources within the site. The park provides access for a broad range of passive and active features while preserving the natural environment. Will designed all monumental and wayfinding signage for the entire park.

Phase I Design Services for SR 10/US278

Avondale Estates, Georgia - Avondale Estates has selected Stantec to complete a three-phase project where SR10/US278 will be an improved roadway for vehicles and pedestrian travel. Will assisted the team as a landscape architect. Participating in public outreach, project charrette meetings to present design plans and receive resident feedback for collaborative review.

Custer Park Concept Master Plan - Atlanta, Georgia

In an effort to solve serious stormwater problems in Atlanta's Grant Park neighborhood, the City of Atlanta embarked on an ambitious plan to create a massive underground cistern to collect stormwater runoff from the surrounding area. In order to create a city and neighborhood amenity, the decision was made to design a large greenspace to sit atop the cistern. A full city block in size, the park would need to work with the cistern below as well as provide active and passive areas.



City of Stonecrest, Georgia - New Fairington Park Botanical Garden and Civil Design RFP

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04 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



JEFF RICE PE, ENV SP, SENIOR PRINCIPAL
Principal-In-Charge



Jeff has over 21 years of design experience and currently serves as the Sector Leader for Community Development in the Southeast. As a civil engineer with extensive design and construction experience, Jeff provides client and staff insight into site selection and planning. Jeff has worked with private sector and municipal clients on a range of planning services. Jeff actively engages with clients and staff to deliver projects with a focus on the client's needs and vision for a particular project. His experience includes managing conceptual design charrettes, site planning, public engagement forums, multi-use master planning, preliminary site layout and designs, site investigations, project due diligence research and reports, and completing the process with rezoning application packages and the entitlement process.

EDUCATION

Bachelor of Science, North Carolina State University, Civil Engineering, Raleigh, North Carolina

REGISTRATIONS

Professional Engineer #30490
2005, State of Georgia

Georgia Soil and Water Conservation Commission
Certified Design Professional #29447
2006

EXPERIENCE

Southbend Skate Park - LaGrange, Georgia
QA/QC. The City of LaGrange wanted to define the south end of its downtown with a project that creates energy and life and gives the community a space residents can be proud of. The skate plaza is the centerpiece of Southbend Park and helps showcase the vibrant, diverse, and inclusive goals the city sought to achieve. Jeff oversaw all aspects of design and construction for this transformative project.

Howard Coffin Park Master Plan
Brunswick, Georgia - Stantec helped the City develop a conceptual master plan focused on upgrading the existing facilities and adding new ones, including basketball courts, additional tennis courts, multi-purpose fields and supporting facilities. The conceptual plans will be used to generate funding for the design and construction efforts. The master plan resulted in a 16-step process that will be accomplished over three phases.

Granger Park Master Plan
Milledgeville, Georgia - Granger Park is an active recreation facility and prominent greenspace located just north of downtown LaGrange, Georgia. The project included an interactive community participation process where programming and prioritization were defined. The goal is to connect the parcels through an expansion of an existing trail network while providing needed elements that include a dog park, new playgrounds and greenspace, stormwater amenities, rehabilitation of athletic fields and basketball courts, and locations for future parking.

Harbins Park - Dacula, Georgia
Civil Engineer for the construction of this 1,960-acre conservation park. The goal of the park is to preserve the environment and natural resources of the woodlands, the Alcovy River and Cedar Creek, as well as the potential historical and archaeological resources within the site. The park provides access for a broad range of passive and active features while preserving the natural environment.



03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References



Smith-Gilbert Botanical Garden Expansion Kennesaw, Georgia

Completion Date: 2020 - Phase I Built (Parking and Entry Plaza)
 Client Reference: Lisa Bartlett
 Garden Manager
 Office: (770) 919.0248
 Email: lskaggs@kennesaw-ga.gov

The City of Kennesaw acquired the botanical garden and partnered to imagine an expansion of the garden space with a new entry building and park and garden space. The expansion will introduce folks to the garden that may not be aware of its opportunities as it is currently tucked back in the woods. Parking, access, and awareness has been a challenge for the botanical garden. The expansion introduces opportunities for visitors, volunteers, and even goes to easily access the site and engage the garden.



Stantec provided all site and landscape planning and construction documentation for the botanical garden expansion. Our landscape architects designed event spaces and additional botanical garden landscape areas around the entire expansion footprint. Our team also provided design guidance for an approach that allowed the city to phase the project, making it more affordable. The first phase of the expansion has been constructed while the city waits for additional funding to finish the expansion.



City of Stonecrest, Georgia — New Fairington Park Botanical Garden and Civil Design RFP

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03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References



Arthur Langford Park Atlanta, Georgia

Completion Date:	February 2019
Client Reference:	Kevin Burke Director of Design, Atlanta Beltline, Inc. Email: kburke@atlbeltline.org

The Atlanta Beltline and the City of Atlanta worked together to rehabilitate the Arthur Langford Park and Community Center with a goal to better tell the story of the McDaniel Branch Creek network. The project is located in an underserved area of the City that needed park space. Stantec created a plan to rehabilitate the one acre space which sits along an active stream in southwest Atlanta.

The project included a partial rehabilitation of a 1970's recreation center along with the additions of a workout facility, skate park, basketball court and pavilion spaces for community gatherings. The project focused on incorporating green infrastructure and education. These elements included removing invasive plant material, reusing existing materials, and adding permeable paving, a native fruit orchard, a bio-retention collection system and a rain garden to improve stormwater management.

Arthur Langford Park continues to be a heavily used asset for the neighborhoods of Joyland, Highpoint and the Villages at Carver in Southwest Atlanta. The active and passive uses blend seamlessly with the open, active stream at its center.



03 EVALUATION AND SELECTION CRITERIA



Lynnbrook Avenue Park & Green Infrastructure Chattanooga, Tennessee

Completion Date: 2022- Under Construction
 Client Reference: Akosua Cook
 Parks Planner, City of Chattanooga
 Office: (423.643.6889)
 Email: acook@chattanooga.gov

Lynnbrook Park is born of the need to provide a flood control solution to a neighborhood beset with flooding issues. It has become that and so much more. A creek restoration project and a multi-faceted park that will provide a place of respite, of gathering, of education and of recreation for a community greatly in need of those amenities. This project has a relatively long history of public outreach, planning and is currently in the design development phase.

Lynnbrook Park announces its history and its purpose at the very beginning by celebrating the water that serves as its genesis. The original site is a half a lay-down public works site and half a concrete channelized stream. The environmental focus of the project is to naturalize the stream and build the park around that remediation. Water flowing into the park will be slowed, cleaned and released into the main stream channel to meander on its way. The design of the park provides education opportunities through creek access. Gathering areas for all ages interconnect with one another along the parks length. Large, curving spaces provide area for kids of all ages to play. Bridges cross the creek at critical junctures providing access and continuity within the parks varying spaces.

This project was chosen prior to the 2021 National Recreation and Parks Association (NRPA) as the showcase project to receive a spotlight that awarded donations from many of the national park supplier brands from around the country. This has allowed the park to focus local dollars achieving park priorities while still providing and park space with all the amenities that can be desired.



03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References

Name of Company: Oconee River Greenway Authority / City of Milledgeville

Address: 400 E Greene St, Milledgeville, Ga 31061 (ORGA)
119 E Hancock St, Milledgeville, Ga 31061 (City)

Phone Number: 478.454.8453 (Marion)/478.414.4008 (Hank)

E-mail Address: mrmnelson1@gmail.com / hgriffeth@milledgevillega.us

Contact Name: Marion Nelson, Director ORGA/ Hank Griffeth, City Manager

Project: Fishing Creek Trail

Name of Company: City of Avondale Estates

Address: 21 N Avondale Plaza, Avondale Estates, Ga 30020

Phone Number: 404.294.5400

E-mail Address: spowell@avondaleestates.org

Contact: Shannon Powell, Asst. City Manager

Project: Avondale Estates Streetscape and Road Diet

Name of Company: City of LaGrange

Address: 200 Ridley Avenue
LaGrange, Ga 30240

Phone Number: 706.883.2088

E-mail Address: lthreadgill@lagrangega.org

Contact: Leigh Threadgill, Senior Planner, City of LaGrange

Project: Southbend Park

Southbend Park, LaGrange, Georgia



03 EVALUATION AND SELECTION CRITERIA

3.1.3 Project Understanding and Approach

PROJECT APPROACH

Our engineers, planners, and landscape architects will collaborate to achieve the client's overall goal. For this project we understand **THE GOAL** to provide the City of Stonecrest with a new park space that has numerous program elements to provide meaningful impact to the community.

Task 1: Existing Conditions and Analysis

Data Collection/Documentation of Existing Conditions
Startec will utilize a sub-consultant, Gaskins-Leocraw (G+L), for survey services. We have successfully worked with Gaskins in the past and are confident in their high-quality surveys. G+L will provide topographic and boundary survey throughout site footprint. The tree survey will be key in establishing recompense for the city.

Project Kickoff Our first step will be to coordinate a meeting with the City of Stonecrest, and any desired key stakeholders of the park. We will review project goals to ensure everyone understands the opportunities and challenges associated with the project. This meeting we will drive our finalized work plan for the Project Management Team (PMT).

Ground-truthing and Analysis Utilizing field observation, field survey, and any previous concept plans, our team will create and evaluate the dynamic conditions of the park environment. Our team will analyze the existing topography to specifically identify the grade challenges and opportunities as well as identify and quantify the extent of any erosion concerns.

For reliable design services of park and trail functions we will walk, bike, and drive around the park area to understand the conditions from the vantage point of individual users. This helps our team understand conditions in real time, letting us be immersed in the activities of the community.

Task 2: Alternatives Development and Concept Plan

Upon completion of Task 1, we will begin to develop design alternatives to provide park enhancement while considering connectivity and accessibility throughout the park. We propose to develop these plans in an interactive format that rigorously tests solutions against engineering principles and engaging design.

Our landscape architects and engineers will identify alternatives for some of the key enhancement locations in conjunction with the goals of Stonecrest. Our team has the experience with parks, gardens, playgrounds, trails and social nodes to understand how to plan and conceptualize enhancements to ensure constructibility.

In addition to the quoted enhancements stated in the RFP, our team will consider additional elements that include:

- Accessible Pathways that Connect the Community with the Park
- Placemaking Social Nodes/Gathering Spaces
- Landscape Design at the key nodes
- Branding and Wayfinding-Opportunities for education and interpretive engagement with both the playground and natural landscape.

Concept Design Refinement PMT session after initial alternatives development will lead to the development of a primary alternative focusing on:

- The feasibility of constructing the preferred alternative (and subsequent concepts)
- Preferred alignments and cross-sections
- Alternative (or secondary) alignments with cross-sections
- Specific alignments for connections to the Park trail system

Prior to creation of construction documents, Startec will provide the City of Stonecrest a Preliminary Cost Estimate for planning and development purposes.



03 EVALUATION AND SELECTION CRITERIA

3.1.3 Project Understanding and Approach

Task 3: Construction Documentation

Prepare Project Deliverables We will prepare revisions based on feedback from the PMT feedback once the final vision of the plans have been cast, and the plan has been edited and reviewed (both internally and by the PMT), we will develop final deliverables.

These include:

- Updated Park enhancements Master Plan with new features
- Amenities including dog parks, pavilions, gardens, entry corridors, etc.
- Park and Trail Site Improvement Plans
- Erosion and Sedimentation Control Plans
- Landscape Plans
- Grading plans

We believe that we bring the City of Stonecrest a team ready to engage immediately in meeting the needs and goals set forth by the project scope. We have already identified opportunities and constraints we are excited to consider.

Along with development of all final construction plans, a final cost estimate will be provided to inform the Bidding and Construction periods.

Task 4: Bidding and Construction Administration

Stantec has proven experience working with contractors and understands the full construction process. This understanding is important, because we believe that construction considerations will need to run concurrently with all design decisions and considerations. We strive to deliver design services that provide a solution within construction budget as well as within the city's anticipated schedule.

Stantec will provide bidding assistance by answering contractor's RFI's, keeping a bidder's list, attending the pre-bid meeting, and assisting in review of bid responses.

Based upon an anticipated 8-10 month construction schedule, we would like to include a pre-construction kick-off meeting, monthly construction meetings, and a final acceptance walk-through. Stantec would also serve to respond to contractor RFI's and materials approvals. Stantec will provide the 7-Day Inspection Letter for erosion control measures.



Grand Opening of Fishing Creek Trail, Milledgeville, Ga

Schedule

We have proposed a design schedule of approximately 7-8 months. We do know that survey will take 60 days for completion due to size of site and tree survey. This schedule includes close coordination with City staff and timely, regular review of documents, deliverables, and analysis to continue moving forward. There are certain considerations that may reduce or extend the design period including detailed coordination with the manufacturers in regards to availability, etc. Plans will be coordinated with the City of Stonecrest for all Permitting including plans to Georgia Soils and Water. Please find a proposed schedule outline on the following page.



04 COST PROPOSAL

Scope, Fee, Hourly Rates

COST PROPOSAL

Please provide the fee if more services are needed based on our findings during design, those services and work will be done under an add service agreement.

Survey (lump sum)	\$ <u>81,000</u>
Civil Site Plan Design and Permitting(lump sum)	\$ <u>175,000</u>
* Bid Assistance and Engineer of Record Services (lump sum)	\$ <u>34,500</u>
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$ <u>3,000</u>
Total Cost Proposal	\$ <u>293,500</u>

*Bid Assistance to include attendance at Pre-Construction Meeting, 6 project progress meetings on site with the contractor, and Project Close Out meeting. Services include coordinating and responding to RFIs and submittals. Services also include the 7 Day Letter Inspection by certified professional.

Irrigation, Lighting, Geotechnical/Structural, and Environmental Services are not included in the services described in this scope and fee.

Hourly Rates

Project Manager	\$172
Quality Assurance	\$220
Sr. Engineer	\$195
EIT	\$172
Landscape Architect	\$161
CAD Technician	\$131
Administrative	\$161

* Stantec's proposed scope and fee corresponds to the stated Phase I construction improvements from the RFP. Stantec's scope and fee do not account for future phasing or dissemination of one full set of construction plans established for Phase I. If determined to be appropriate, Stantec can provide additional services to create a phased or multi-tiered construction set.





CITY COUNCIL AGENDA ITEM

SUBJECT: Fairington Park Additional Parking Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Hari Karikaran, PE, City Engineer

PRESENTER: Hari Karikaran, PE, City Engineer & Shakerah Hall, Procurement Manager

PURPOSE: Fairington Park at the corner of Fairington Parkway and Phillip Bradley Drive at 2831 Fairington Parkway. This park has two multi-purpose field, a children’s play area, two parking lots (upper deck and lower deck) and walking trails. There is a need for additional parking during special events and other city organized functions. The city is currently planning to design and construct New Fairington Park and Botanical Garden at the end of Fairington Parkway. The new park will be located within walking distance of the existing Fairington Park and expected to be connected by a walking Trail. The city is looking to expand the lower deck parking lot to maximize the number of parking spaces on site.

FACTS: The City of Stonecrest Procurement Division solicited proposals from qualified and experienced firms to provide engineering design services for additional parking. Four proposals were received on July 25, 2023. The Evaluation Team completed the evaluation and recommended awarding to Stantec Consulting, Inc. in the amount of \$42,000.00. The funding for this Contract comes from 300-330-0513-52143.



CITY COUNCIL AGENDA ITEM

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve Staff respectfully request the approval of this contract with Stantec Consulting, Inc. through December 31, 2023, with the option to renew the contract for one (1) year term.

ATTACHMENTS:

- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Draft Contract with Proposal.
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

23-113 - Fairington Park Parking Lot Design Services (CLOSED)

Final Score

Status

Finalized

Deadline

09/05/2023 12:00 AM EDT

Bidders	Final Score (/100)
Brindley Pieters and Associates Org No: 2517907	82.41 pts 82.41%
Falcon Design Consultants, LLC Org No: 2487735	63.67 pts 63.67%
Stantec Org No: 1034112	85.52 pts 85.52%
Travis Pruitt & Associates, Inc. Org No: 2280971	33 pts 33%

**Fairington Park Parking Lot Design Services
Request for Proposal 23-113**

This **CONTRACT** made and entered into this __ day of _____, 2023, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Stantec Consulting Services Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) upon mutual written agreement by the parties by December 31, 2023, unless the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents :**

- I. General Conditions.
- II. Request for Proposal Introduction.
- III. Request for Proposal
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug-Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.
- Exhibit E: Non-Collusion Affidavit.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties and, as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

STONECREST, GEORGIA

By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Stantec Consulting Services Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for

GENERAL CONDITIONS

work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
 - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

GENERAL CONDITIONS

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

GENERAL CONDITIONS

6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.

9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

GENERAL CONDITIONS

- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities

GENERAL CONDITIONS

which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the

GENERAL CONDITIONS

execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers’ Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City’s Council and the citizens’ advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider’s performance of the Contract work:

(1)

CONTRACTS FOR UP TO \$50,000

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 \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

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 \$500,000 combined single limit.

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

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

GENERAL CONDITIONS

Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Completed Operations coverage is to be maintained for three (3) years following completion of work.

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.

- 12.7.2 Health Insurance. Not applicable.
- 12.7.3 Garage Liability Insurance. Not applicable.
- 12.7.4 Garage Keeper’s Legal Liability Insurance. Not applicable.
- 12.7.5 Crime Coverage. Not applicable.
- 12.7.6 Pollution Liability Insurance. Not applicable.

GENERAL CONDITIONS

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). . If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. 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.

GENERAL CONDITIONS

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such

GENERAL CONDITIONS

application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

GENERAL CONDITIONS

- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to

GENERAL CONDITIONS

mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

- (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

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19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next-day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service

GENERAL CONDITIONS

Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who

GENERAL CONDITIONS

claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused t real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

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- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

GENERAL CONDITIONS

- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to

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- have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.
- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any

GENERAL CONDITIONS

damages resulting from negligence of the City or its employees, agents or Service Providers.

- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Condition.

REQUEST FOR PROPOSAL INTRODUCTION

INTRODUCTION, BACKGROUND, AND RFP PROCESS

Introduction

This Request for Proposal (RFP) is for qualified Proponents (“Proponent” or “Proponents”) for the Fairington Park Parking Lot Design. A detailed Scope of Services (“SOS”) is set forth in this RFP.

Background

Fairington Park is located at the corner of Fairington Parkway and Phillip Bradley Drive at 2831 Fairington Parkway. This park has two multi-purpose fields, a children’s play area, two parking lots (upper deck and lower deck) and walking trails. There is a need for additional parking during special events and other city organized functions. The City is currently planning to design and construct New Fairington Park and Botanical Garden at the end of Fairington Parkway. The new park will be located within walking distance of the existing Fairington Park and is expected to be connected by a walking trail.

Scope of Work

The City of Stonecrest is looking to expand the lower deck parking lot to maximize the number of parking spaces on site.

City of Stonecrest is soliciting proposals from qualified and experienced firms to provide civil/site engineering design for the lower deck parking lot expansion. Scope of work will include land survey, engineering design, appropriate permitting, preparing scope of work for bid documents to solicit and procure contract with a qualified contractor and engineer of record services during construction. Project Management and construction inspection are not part of the scope.

SURVEYING:

This proposed parking lot expansion will be located within the city owned 9.94-acre site at the southeast corner of the park. Establishing the property corners/lines using the record research of plats is required.

A boundary survey is not required for this project. A topographic survey is required for the area where the current lower deck parking lot exists and the area where the expansion is proposed. All existing above ground utilities and locating underground utilities (water, sewer, electric and stormwater) using a GA811 ticket utility marking and records from DeKalb County GIS maps is required. All trees within the project area shall be located with species and size. Existing power poles are served by underground electrical conduits.

Plat preparation is not required for this project.

ENGINEERING DESIGN AND PERMITTING:

The proposed parking lot addition will use the existing curb-cut on Fairington Parkway. Additional parking spaces could be located at the end of existing spaces and southeast side of the existing

REQUEST FOR PROPOSAL INTRODUCTION

parking lot. A tree buffer shall be maintained with the apartment property near the southeast property line. The width of the buffer shall be based on the City of Stonecrest Zoning Code. The City desires to minimize the number of trees removed, however, maximizing the number of additional parking spaces is a priority for the City. Additional parking spaces will have lighting and the proposed type of lighting fixtures shall match the existing light fixtures. Existing parking spaces will be resurfaced and striped. A striping plan for the entire (existing and proposed) is part of this scope of work.

Engineering design will consist of grading plan, erosion and sedimentation control plan, tree save plan and tree compensation, stormwater detention/retention, stormwater infrastructure design, parking signage and striping plan.

The selected Consultant will provide construction cost estimate, and scope of work to be included in the bid document.

In addition to the City of Stonecrest Land Development approval, Georgia Soil & Water Conservation district plan submittal and addressing their comments and obtaining their approval is part of the permitting and plans approval process.

The following elements are included in Final plans as deliverables.

1. Cover Sheet
2. Existing Conditions Plan
3. Site Plan
4. Grading and Drainage Plan
5. Erosion, Sedimentation and Pollution Control Plans
6. Erosion, Sediment and Pollution Control Details
7. Utility Profiles
8. Civil Construction Details
9. Hydrology Study
10. Engineer of Record service during construction
11. Progress meeting (virtual)

The City of Stonecrest Land Development Fees are waived, City will reimburse any other permitting fees.

REQUEST FOR PROPOSAL INTRODUCTION



Existing Parking Lot is shown in dashed Blue Line

Approximate Proposed Parking Lot addition area is shown is solid yellow line

REQUEST FOR PROPOSAL INTRODUCTION



Approximate property boundary of Fairington Park

End of Request for Proposal Introduction.

REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company's mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

- 3.1.1 Project Personnel (25 Points)** - Proponent shall provide resumes on all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

REQUEST FOR PROPOSAL

3.1.2 Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
 1. Client's/Owner's Company Name
 2. Address
 3. Contact Person Information
 4. Phone and Email Addresses
 5. Project(s) completed with listed Client/Owner

3.1.3 Project Understanding & Approach (30 Points) - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

- 4. Cost Proposal (20 Points)** – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Scoring Criteria

FACTOR	POINTS
Project Personnel	25
Project Experience	25
Project Understanding & Approach	30
Cost Proposal	20
Highest Possible Score	100

5. Other Considerations

5.1.1 All materials submitted in response to this RFP 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 RFP, and selection or rejection of the proposal does not affect this right.

5.1.2 After the initial review of proposals, the City may invite representatives of firms

REQUEST FOR PROPOSAL

responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

- 5.1.3** 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.
- 5.1.4** The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
- 5.1.5** The Proponent 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 RFP will survive the expiration or termination of the contract.
- 5.1.6** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

6. TIMELINE FOR RFP

RFQ Number: 23-113 Fairington Park Parking Lot Design Services

Pre-bid Conference: ~~Tuesday, July 11, 2023~~, ~~Wednesday, June 21, 2023~~, at 11:00 a.m. EST.

Questions Due: ~~Thursday, July 13, 2023~~ ~~Wednesday, June 28, 2023~~, 4:00 p.m. EST

Proposal Due Date: ~~Tuesday, July 25, 2023~~, ~~Wednesday, July 12, 2023~~, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal:

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

7. Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

REQUEST FOR PROPOSAL

Before awarding the RFP, the City may request additional information from Proponents. 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.

The RFP contract will not necessarily be awarded to the Proponent 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 Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

8. Proposal 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.

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.

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.

9. 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 RFP.

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 Proponents 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.

REQUEST FOR PROPOSAL**10. Due Diligence**

The Proponent 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.

End of Request for Proposal.



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

Contractor(s) Name: Stantec Consulting Services Inc.

Address: 229 Peachtree Street NE, Suite 1900, Atlanta, Georgia 30303-1629

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.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

Alvin Hooper
BY: Authorized Officer or Agent
(Name of Person or Entity)

07/24/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

24 DAY OF July, 2023

Kimberly Lehner
Notary Public

[NOTARY SEAL]



My Commission Expires: 10/02/2026

* 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.

**EXHIBIT B
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 City of Stonecrest (Service Provider), Stantec Consulting Services Inc. (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.

Stantec Consulting Services Inc.
 Company Name
 07/24/2023
 BY: Authorized Officer or Agent Date
 (Service Provider Signature)

Associate
 Title of Authorized Officer or Agent of Service Provider

Stephen Hopper
 Printed Name of Authorized Officer or Agent

EXHIBIT C
PURCHASING POLICY ADDENDUM

I, Stephen Hopper, 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.

 07/24/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Associate
Title of Authorized Officer or Agent of Service Provider

Stephen Hopper
Printed Name of Authorized Officer or Agent Date

EXHIBIT D

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

Stephen Hopper, PLA, ASLA

[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: 07/24/2023

Printed Name: Stephen Hopper, PLA, ASLA

* 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 24 day of July, 2023

Notary Public: Kimberly Lehner

My Commission Expires: 10/02/2026



* 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:

EXHIBIT E
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 24th day of July, 2023

Stantec Consulting Services Inc.
(Name of Organization)

Associate
(Title of Person Signing)

[Handwritten Signature]
(Signature)

RFP 23-113 Fairington Park Parking Lot Design Services
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Bartow)

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 24th day of July, 2023

Kimberly Lehner
Notary Public Signature



My Commission Expires: 10/02/2026

Form **W-9**
(Rev. October 2019)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Stanbec Consulting Services Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payer code (if any) _____
 Exemption from FATCA reporting code (if any) _____
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
13980 Collections Center Drive

6 City, state, and ZIP code
Chicago, IL 60693

7 List account number(s) here (optional)

Requester's name and address (optional)

Stanbec prefers payment via ACH, please inquire for instructions

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

OR

Employer identification number									
1	1	-	2	1	6	7	1	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Kimberly Lehrer* Date ▶ 07/25/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

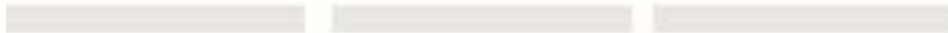
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CITY OF STONECREST, GEORGIA
REQUEST FOR PROPOSAL 23-113 TO PROVIDE

*Fairington Park
Parking Lot
Design Services*



JULY 25, 2023



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SUBMISSION COVER SHEET

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Donaldson Bannister Farm Parking Lot Expansion and Site Upgrades

01 COVER LETTER



Stantec Consulting Services Inc.
229 Peachtree Street NE, Suite 1900
Atlanta GA, 30303-1029

July 25, 2023

Shakerah Hall, Procurement Manager
3120 Stonecrest Blvd
Suite 190
Stonecrest, Ga 30038

Greetings Ms. Hall,

Reference: Request for Proposal 23-113, Fairington Park Parking Lot Design Services

We are very excited about the opportunity to provide the City of Stonecrest with Engineering Design services for the parking lot design for Fairington Park. Our engaged team of engineers and technical professionals have the expertise and availability to complete this project within budget and schedule.

Our team has completed numerous similar projects for parks and recreation facilities including with The City of Stonecrest. We believe our experience and approach are a benefit to the City of Stonecrest to provide consistent communication and reliable deliverables.

The benefit that you get with our team is that we see ourselves a partner to the City of Stonecrest meaning we anticipate being present well after our last invoice to ensure implementation and success of the project and the community.

Stantec is an international company with offices around the United States. Our Atlanta office has close to 100 skilled professional who report in. While many of our team come from all over the Metro Atlanta area, Stantec's main office is located in downtown Atlanta at 229 Peachtree Road, International Tower, Suite 1900, Atlanta, Ga 30303. We do have satellite offices in Alpharetta, Georgia.

I will serve as the main contact for this project as an authorized officer of the company to execute any agreements.

Best regards,

STANTEC CONSULTING SERVICES INC.

Stephen Hopper, PLA
Senior Landscape Architect,
Associate
Phone: (770) 432-2654
stephen.hopper@stantec.com

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION
(Proponent to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proponent. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 07/24/23

Print/Type Name Stephen Hopper, PLA, ASLA

Print/Type Company Name Here Stantec Consultanting Services Inc.

Email Address of Contact Person: stephen.hopper@stantec.com

02 EXECUTIVE SUMMARY

Firm Name	Stantec Consulting Services Inc.		
Firm Headquarters Address	400-10220 103 Avenue NW Edmonton, Alberta, Canada, T5J 0K4*		
Lead Principal	Jeff Rice, PE		
Primary Contact	Stephen Hopper, PLA Associate	Phone: (770) 492-2654 Fax: (404) 688-4084 stephen.hopper@stantec.com	
	Atlanta Office 229 Peachtree St NE Suite 1900 Atlanta, GA 30303	Alpharetta Office (Royal) 3157 Royal Drive Suite 250 Alpharetta, GA 30022	Alpharetta Office (Westside) 10745 Westside Way Suite 250 Alpharetta, GA 30009

Georgia Addresses



Principal Business Office

229 Peachtree Street NE, Ste. 1900
Atlanta, GA 30303

Local Office Locations

- 3157 Royal Drive, Ste. 250
Alpharetta, GA 30022
- 10745 Westside Way, Ste. 250
Alpharetta, GA 30009

STANTEC is committed and prepared to deliver the project:

1. On Schedule
2. Within budget
3. With the highest quality

SCHEDULE, TIMELINESS, AND AVAILABILITY MATTER

- Full roster of personnel and discipline experts with availability and readiness
- Schedule and completion in a timely manner is our top priority
- Program and project managers that provide Quality Assurance for efficient and accurate deliverables
- Plethora of national resources if uncertainty or unexpected conditions arise

STANTEC'S COMMITMENT TO THE CITY OF STONECREST

- Stantec enters into this project as a partner with the city with matching goals and objectives
- Quality Product-Our quality control is rigorous and effective for internal and external deliverables
- Team of Experts at your side to guide you through the process
- Project Management that takes heavy lifting off city staff
- Team that wants to deliver and implement the project and be proud of the final result.
- Relationship-Team that will be around now and in the future with a lasting partnership
- Responsive Nature-While our office is close, we are a team that prides itself on its responsiveness whether through email, phone, or text. The city will not be left with lingering uncertainties.

03 EVALUATION AND SELECTION CRITERIA

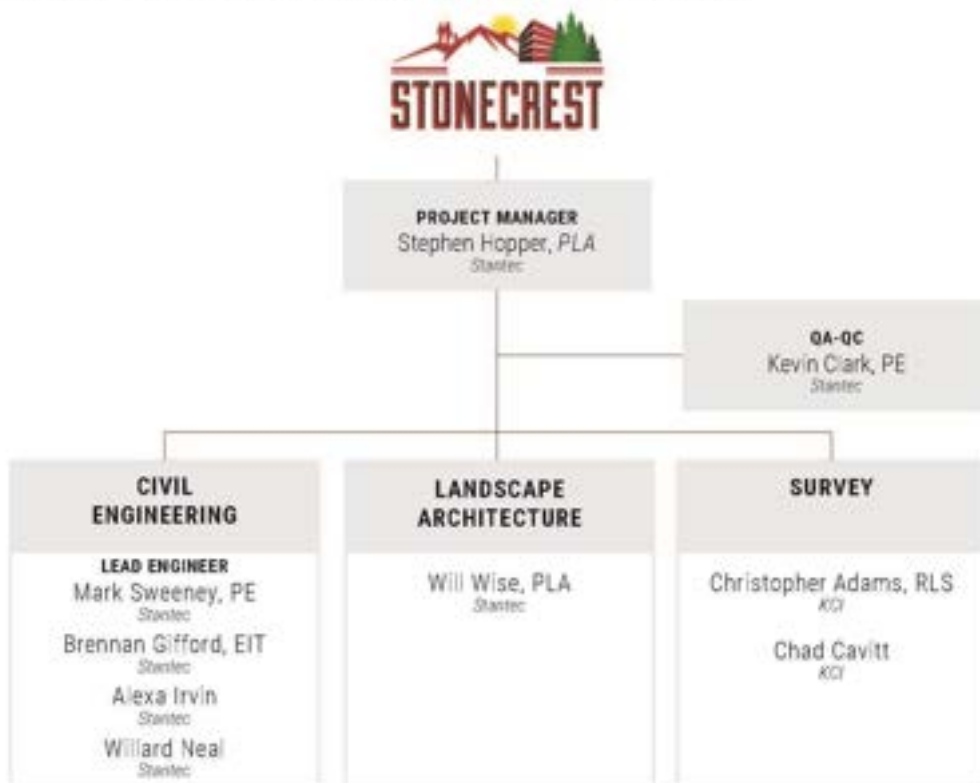
a. Project Personnel

Organizational Chart

We are better together. We take that core value seriously here at Stantec. That's why we have assembled a strong team of our top experts and project managers to provide you with the best project experience possible. Our intention is to deliver a focused process that facilitates the successful completion of your project today and helps you move confidently toward tomorrow. Leading this contract is Project Manager, Stephen Hopper who will be supported by a team of skilled professionals. The following chart outlines roles and responsibilities of the Stantec team. We've also included brief resumes of our team members so you can get to know a little bit more about them and their individual qualifications.

Our team has the projected availability and experience to meet your needs across disciplines.

Our team will include one sub-contractor providing survey services, KCI Technologies, Inc.





STEPHEN HOPPER PLA

KEY PERSONNEL PROJECT MANAGER

Education

BLA, University of Georgia

Relevant Registration

Professional Landscape
Architect #1651, Georgia

SITES AP

Experience

17 years

Stephen is a landscape architect with 17 years of design and project management experience. Stephen has led and assisted numerous teams to successfully implement multiple parks and site development projects. His project experience brings an attention to detail that ensures all aspects of the necessary design are considered. He has a passion for creating, improving, and enhancing spaces. This inspires him to build contextually sensitive environments that also balance the needs of the public and private realms. His expertise spans many facets of including bicycle and pedestrian paths, community planning, institutional development, recreation master planning and development, streetscapes, and urban design.

Relevant Project Experience

- Smith-Gilbert Botanical Garden Parking Lot, Kennesaw, Georgia
- Donaldson Bannister Historic House Parking Lot Expansion, Dunwoody, Georgia
- Cleveland State Community College Parking Lot Expansion, Cleveland, Tennessee
- Stone Mountain Permeable Paver Parking Lot Expansion, Stone Mountain, Georgia
- University of North Georgia Parking Lot Expansion, Forsyth, Georgia
- Henderson Park Expansion and Phase II, Tucker, Georgia
- Lynnbrook Park Expansion, Chattanooga, Tennessee
- Ashley Furniture, Stonecrest, Georgia
- Depot Street Parking Lot Park Expansion, Marietta, Georgia
- Forsyth County Trailhead, Stormwater, Parking Lot, Forsyth County, Georgia
- Auto Nation Parking Lot, DeKalb County, Georgia
- Little River Falls Parking Lot Expansion, National Parks Services, Alabama
- Irvin Tissue Site and Parking Lot, Macon, Georgia
- US 278 Complete Streets, Avondale Estates, Georgia
- Salem Park Parking Lot, Stonecrest, Georgia



KEVIN CLARK
PE

- **Education**
BS Civil Engineering
Technology, Southern Poly
- **Relevant Registrations**
Professional Engineer
Georgia

KEY PERSONNEL
QAQC

Kevin has over 22 years of experience in civil engineering design and management. He has worked on civil projects including educational, institutional, commercial, residential, recreational, healthcare, religious, aqua cultural, mining, and industrial.

→ **Experience**

- Forsyth County Courthouse ADA Parking, Forsyth County, Georgia
- Forsyth County Trailhead Parking Lot, Big Creek Trail, Forsyth County, Ga
- CDL Parking Lot, Chattahoochee Tech, Austell, Ga
- Lynnbrook Park Site Enhancements, Chattanooga, TN
- Custer Park Concept Plan, Atlanta, Ga
- University of North Georgia Parking Lot and Site Expansion, Dunning, Georgia
- Cherokee County Public Works Parking Lot Remediation and Expansion, Cherokee County, Ga
- Halcyon Development Site and Parking Improvements, Dunning, Ga
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA
- Spalding Drive & Mt. Vernon Road Intersection Improvement, Sandy Springs, GA
- Holly Springs Towne Center, Holly Springs, Georgia
- Reservoir Drive, Canton, Georgia
- Mission Road, Bartow County, Georgia
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA
- Keeter Road, Cherokee County, Georgia
- Botany Way, Dalton, Georgia

* Denotes projects completed with other firms



MARK SWEENEY
PE

- **Education**
Bachelor of Engineering
Penn State University
Master of Science in Civil
Engineering
University of Central Florida
- **Relevant Registrations**
Professional Engineer
#043869, State of Georgia

KEY PERSONNEL
LEAD ENGINEER

Throughout his career, Mark has overseen projects as a project engineer, project manager, department manager, and office lead. He brings great insight to each project with which he engages.

Prior to moving to Atlanta in 2018, Mark served as City Engineer for several cities. He was instrumental in numerous capital improvement projects including site development, city streets, streetscapes, sidewalk, and stormwater projects. Mark is also a creative problem solver that knows how to effectively design and create for challenging engineering solutions.

→ **Experience**

- HANWA Utility Engineering, Cartersville, Georgia
- Fayette Sanitary Updates, Fayette County, Georgia
- Complete Streets Implementation, Fairburn, Georgia
- Peachtree Street Streetscape Design, Atlanta, Georgia
- Avondale Estates/US 278 Complete Streets, Avondale Estates, Georgia
- Lenox Road Scoping Study, Atlanta, GA
- Georgia College and State University Connector, Milledgeville, Ga
- Lynnbrook Park, Chattanooga, TN
- Gilbert Park Drainage and Landscape Improvements*, Mount Dora, FL
- Fulton County Standby Engineering Services, Fulton County, GA
- City of Atlanta Green Infrastructure Study, Atlanta, GA
- Memorial Drive Complete Streets, Atlanta, GA
- Shallowford Road Pedestrian Scoping, Doraville, GA
- Fishing Creek Trail, Milledgeville, GA
- Rottenwood Creek Trail Phase 2, Marietta, GA
- Memorial Drive Complete Streets, Atlanta, GA
- Salem Park Parking Lot, Stonecrest, GA

b. Project Experience

FORSYTH COUNTY COURTHOUSE ADA PARKING

Forsyth County, Georgia

Stantec staff provided design and construction administration services for a retrofit parking lots project in downtown Cumming next to the Forsyth County Courthouse. The courthouse did not have easily accessible ADA parking, and the county found many folks of varying need were struggling to access the public building. Forsyth contracted

Stantec to design and accessible parking lot and route withing ADA standards in between the court house and the public road. This includes accessible entrances and exit drive, relocating existing city sidewalks, underground detention and water quality systems. The project has been constructed and users of all capabilities can easily access the courthouse.

Client Name Jericho Design Group
Project Timeline 2020-2021
Client Contact Doug Shaw, Owner
470.520.1043
dshaw@jericho-design.com



ALL SAINTS CATHOLIC CHURCH PARKING LOT EXPANSION

Dunwoody, Georgia



Client Name Smith Boland Architects
Project Timeline 2021-2022
Client Contact Michael Boland, AIA
770-435-0080
michael@smithboland.com

All Saints Catholic Church is expanding as their need for additional facilities also included more capacity for parking and accessible routing of visitors to the Church. Stantec was hired to provide civil engineering services for the parking lot expansion as well as to consider related stormwater containment and release. The design was integrated into the overall architectural and structural improvements that the Church is implementing at the same time. In some cases, tight and narrow through-ways were mitigated with unique design solutions that allow the parking lot to still function as anticipated. Construction is planned for Summer of 2023.

DONALDSON-BANNISTER FARM PARKING LOT EXPANSION

Dunwoody, Georgia

Client Name Dunwoody Preservation Trust
Project Timeline 2019-2020
Client Contact Jim Williams, President
770.668.0401
jim@dunwoodypt.org

Stantec was originally hired to provide a complete site restoration and site amenity package to the historic and recreational property that included pathways, seating, parking, and new roads. After completion, Stantec was rehired to provide design of a parking lot expansion for the building capacity expansion of the property to provide additional capacity. The proposed area had many drainage issues on a slope. Stantec provided civil engineering services for the parking area as well as detailed stormwater and utility coordination to ensure the lasting success of the parking area. Concise effort was given to ensure ADA accessibility of the parking lot as well as access to the other areas that the farm has to offer. Paths and drainage routes were implemented to mitigate existing conditions. The project was constructed in 2020.

c. Project Understanding and Approach

Understanding

Stantec understands how public spaces and accessibility are interconnected and dependent upon one another. The expanded capacity for parking at Fairington Park will promote the recreational use for the community as well as assist with connection to New Fairington Park. Stonecrest recreational opportunities are fantastic places for the community to join and partake in their natural environment. This parking lot expansion and site upgrade will allow users to more efficiently connect with what this park and future connections have to offer.

Approach

Project Management - Stantec is a team-oriented group. When our team joins with you all, a true partnership is formed that promotes the growth of a healthy community. We will kick-off that relationship by creating a Project Management Team (PMT) with Stantec and city staff as well as any identified stakeholders or key members. The PMT will then finalize the schedule and anticipated deliverables within the project framework. All decisions and processes will go through the PMT to ensure all parties are effectively informed and agreed.

Survey - Concurrently, Stantec will release our survey partner KCI Technologies for site survey to gather all required site and topographic information that allows our team to start analyzing the existing conditions and inform our preliminary design process. KCI will survey the adjacent property for reference but not the entire site boundary. Survey will include existing utilities and edge of roadway and r/w adjacent to Fairington Parkway

Concept - Stantec will then begin to figure preliminary design with opportunities and constraints that can be communicated with the city prior further development. If appropriate, 2 developed concepts will be brought to the PMT during a Concept Development meeting where final direction can be confirmed with all proposed improvements. Certain considerations will be given to orientation, parking lot layout and capacity, stormwater conveyance, and existing utilities. T

Construction Plans - Our team of engineers will then go to work to develop these concepts into working construction drawings that include the necessary information to implement and construct the project. This will include all detailed construction drawings including existing conditions, site, grading, and erosion control plans as well as any stormwater or utility profiles that will be utilized for construction. As required final specifications and plans will be delivered to the city for bidding and construction.

Permitting - As the plans go into final development and the PMT is comfortable with the anticipated deliverable, Stantec will begin to permit the project through the City of Stonecrest permitting process and Georgia Soil and Water Conservation (GSWC). Any required updates, edits, or revisions that the city may need will be adjusted and addressed during this time. Stantec prides itself as working with the permitting team efficiently and effectively to meet all schedules.

Specific Design Considerations - Our team will evaluate specific spatial relationships and offsets from proposed expansion of parking lot to the property boundary on the East side adjacent the residential property. Adequate space and buffering will be allowed and provided as required by Stonecrest.

Our team will also evaluate the tree removal as part of the expansion. Existing trees will be categorized and evaluated. Our plan will include tree replacement around the parking area where feasible to restore tree canopy cover to provide shade and mitigate heat island effect.

Construction Administration and Related Services - As mentioned, Stantec is a partner in this process. If requested/or as needed, Stantec can be involved during the construction process. Stantec can assist with the bidding and contractor selection process as well as answer RFIs and respond with Addendum if needed. During the construction phase, Stantec can be virtual attendees of agreed upon progress meetings and approve any shop drawings. These services re for the benefit of the city to ensure that the anticipated goals and objectives of the project are being delivered in the manner that are anticipated. Stantec shares the desire with the city to see a final implemented project that is delivered and also gives value to the local community around it.

d. COST PROPOSAL

REQUEST FOR PROPOSAL 23-113
Fairington Park Parking Lot Design Services

COST PROPOSAL SCHEDULE

Below, please find the Fee Proposal for Fairington Park Parking Lot. If additional services are required based upon city needs, those services and work will be provided under an additional service agreement.

1. Survey	
-includes site survey, utility locates, tree survey, partial property boundary (lump sum)	\$ 9,000
2. Civil Site Plan Design (lump sum)	\$ 22,000
3. Permitting-City and GSWC (lump sum)	\$ 10,000
4. Reimbursement Fees, Mileage and Printing as needed (not to exceed)	\$ 1,000
<u>Total Cost Proposal</u>	<u>\$42,000</u>

	Project Manager	QA/QC	Sr. Engineer	EIT	Cad Tech
Hourly Rates	\$ 172.00	\$ 220.00	\$ 195.00	\$ 172.00	\$ 131.00
Tasks	Anticipated Hour Units (subject to change)				
Survey					
Civil Site Design	20	4	8	40	60
Permitting	10		8	15	40
Reimbursement	Time and Materials not to Exceed				
Construction Administration (as requested)	Time and Materials Per Hourly Rates				

04 REFERENCES

REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company:	Jericho Design Group, LLC
Address:	208 Pirkie Ferry Road, Suite C
	Cumming, GA 30040
Phone Number:	470.520.1043
E-mail Address:	dshaw@jericho-design.com
Contact Name:	Doug Shaw, AIA, Managing Member/Owner

Name of Company:	Smith Boland Architects
Address:	532 Roadline St NW Suite 210
	Marietta, Ga 30066
Phone Number:	770.435.3080
E-mail Address:	michael@smithboland.com
Contact:	Michael Boland, Partner

Name of Company:	Dunwoody Preservation Trust Inc., Donaldson Banner Farm
Address:	PO Box 88858
	Dunwoody, Ga 30056
Phone Number:	770.668.0401
E-mail Address:	jim@dunwoodypt.org
Contact:	Jim Williams, President

APPENDIX



EXHIBIT A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Startec Consulting Services Inc.
Address: 229 Peachtree Street NE, Suite 1900, Atlanta, Georgia 30303-1629

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.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

Alvin Hopper
BY: Authorized Officer or Agent
(Name of Person or Entity)

07/24/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

24 DAY OF July, 2023

Kimberly Lehner
Notary Public



My Commission Expires: 10/02/2026

* 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.

EXHIBIT B
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 City of Stonecrest (Service Provider) Stantec Consulting Services Inc. (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.

Stantec Consulting Services Inc.
 Company Name  07/24/2023
 BY: Authorized Officer or Agent Date
 (Service Provider Signature)

Associate
Title of Authorized Officer or Agent of Service Provider

Stephen Hopper
Printed Name of Authorized Officer or Agent

EXHIBIT C
PURCHASING POLICY ADDENDUM

I, Stephen Hopper, 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.

 07/24/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper

Printed Name of Authorized Officer or Agent Date

EXHIBIT D

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

Stephen Hopper, PLA, ASLA

[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: 07/24/2023

Printed Name: Stephen Hopper, PLA, ASLA

* 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 24 day of July, 2023

Notary Public: Kimberly Lehrer

My Commission Expires: 10/02/2026



* Note: O.C.G.A. § 50-36-1(c)(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:

EXHIBIT E
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 24th day of July, 2023

Stantec Consulting Services Inc.
(Name of Organization)
Associate
(Title of Person Signing)
Allyson Hopper
(Signature)
RFP 23-113 Fairington Park Parking Lot Design Services
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Bartow)

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 24th day of July, 2023

Kimberly Lehner
Notary Public Signature



My Commission Expires: 10/02/2026



DATE: June 26, 2023

TO: All Offerors*

FROM: City of Stonecrest Purchasing Department

RE: RFP No. 23-113, Fairington Park Parking Lot Design Services

Please see Addendum No. 1 for the above-referenced solicitation.

Recieved *Alpha Hays*

d. COST PROPOSAL

REQUEST FOR PROPOSAL 23-113
Fairington Park Parking Lot Design Services

COST PROPOSAL SCHEDULE

Below, please find the Fee Proposal for Fairington Park Parking Lot. If additional services are required based upon city needs, those services and work will be provided under an additional service agreement.

- | | |
|---|-----------------|
| 1. Survey | |
| -includes site survey, utility locates, tree survey, partial property boundary (lump sum) | \$ 9,000 |
| 2. Civil Site Plan Design (lump sum) | \$ 22,000 |
| 3. Permitting-City and GSWC (lump sum) | \$ 10,000 |
| 4. Reimbursement Fees, Mileage and Printing as needed (not to exceed) | \$ 1,000 |
| <u>Total Cost Proposal</u> | <u>\$42,000</u> |

	Project Manager	QA/QC	Sr. Engineer	ET	Cad Tech
Hourly Rates	\$ 172.00	\$ 220.00	\$ 195.00	\$ 172.00	\$ 131.00
Tasks	Anticipated Hour Units (subject to change)				
Survey					
Civil Site Design	20	4	8	40	60
Permitting	10		8	16	40
Reimbursement	Time and Materials not to Exceed				
Construction Administration (as requested)	Time and Materials Per Hourly Rates				



CITY COUNCIL AGENDA ITEM

SUBJECT: Salem Park Outdoor Equipment Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Shakerah Hall, Procurement Manager

PRESENTER: Hari Karikaran, PE, City Engineer & Shakerah Hall, Procurement Manager

PURPOSE: Award a Contract to **JenJax, LLC dba Southeast Outdoor Solutions** to Supply and install Outdoor Exercise Equipment.

FACTS: Salem Park is located at 5290 Salem Road in the southwest part of the City of Stonecrest. Salem Park is a 12-acre multi-use facility with a walking track, new playground, pavilion, basketball court, and woodland. The park is across from Salem Middle School and is located in a dense residential area with a large population of all ages within walking distance of the park. Salem Park has several projects in and around the property, but one of the key features is a large open field with approximately 1,200 feet of asphalt path around the perimeter of the field. Because of the various amenities and local service area, the walking track is a regular source of exercise and serenity for the neighborhood.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve The City received five quotes on September 5, 2023. **JenJax, LLC dba Southeast Outdoor Solutions** submitted the lowest qualified bid in the amount of \$38,216.00.



CITY COUNCIL AGENDA ITEM

Funding for this Contract comes from the 2023 SPLOST Fund 300-330-05135-52143. Staff recommends the approval of a Contract with JenJax LLC, dba Southeast Outdoor Solutions, through December 31, 2023, with the option to renew the contract for one (1) year term.

ATTACHMENTS:

- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Bid from Vendor
- (3) Attachment 3 - Draft Contract
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Salem Park Outdoor Exercise Equipment

NO	ITEM	Southeast Outdoor Solutions	Outdoor Workout Supply	Pro Playgrounds	Play South	ExoFit
1	Single Station Fit Rider (2)	\$2,268.00	\$2,264.00	\$1,998.00		
3	Sinnlt• Station Exercise Bike	\$1,326.00	\$1,392.00	\$1,199.00	\$3,808.00	\$2,583.00
j	Double Station Sky Walker/Air Walker	\$1,618.00	\$1,698.00	\$1,499.00	\$4,300.00	\$4,599.00
4	Single Station Rower	\$1,486.00	\$1,560.00	\$1,399.00		\$2,748.00
5	DotJble Station Chest Press (2)	\$6,492.00	\$6,816.00	\$5,998.00	\$7,616.00	\$5,998.00
	Fitness Instruction signs				\$2,310.00	
	Embedded Anchor					\$1,925.00
	Installation	\$5,296.00	\$2,650.00	\$29,286.82	\$8,250.00	\$12,126.37
	Floor Materials	\$18,355.00		\$14,106.93	\$14,950.00	\$23,923.95
	Shipping	\$1,375.00	\$1,339.00	\$2,083.31	\$2,464.00	
	Discount			(\$3,571.06)	(\$4,000.00)	
	Total	\$38,216.00	\$17,719.00	\$53,999.00	\$39,698.00	\$53,903.32

Notes:

1 Outdoor Workout Supply:

All equipments matches the RFP, Didn't include floor materials details or cost, installation cost is low

2 Play South:

Requested Double Station Skywalker, didn't provide quote, pictures included single station Sky walker

Didn't Request Fitness Elliptical, provided 2, Didn't request Hand Cycle, provided one

Requested Two Single Station Fit Rider, din't provide quote or picture

3 Pro Playground:

All equipments matches the RFP

4 Southeast Outdoor Solutions:

All equipments matches the RFP, Didn't include Tax in the Table

5 Exofit:

Provided 2-Person Cross Skier- Didn't request

Provided 2-Person Leg Press - Didn't request



Estimate

Date	Estimate No.
8/31/23	6507

JenJax LLC dba Southeast Outdoors Solutions
"Bringing the Outdoors to Life"

Name/Address	Ship To	Project
The City of Stonecrest 3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038	Salem Park 5290 Salem Road Stonecrest, GA 30038	Salem Park Fitness

Item	Description	Qty	Rate	Total
Playground Eq...	PlaygroundEquipment.com Double Station Air Walker Model Number: PFT005 Age Range:13 years + Muscle Group: Cardio Unit Size:7' 3" x 1' 9"	1	1,618.00	1,618.00T
Playground Eq...	PlaygroundEquipment.com Single Station Fit Rider with Resistance Model Number:PFT006WR Age Range:13 years + Unit Size:2' x 3' 2"	2	1,134.00	2,268.00T
Playground Eq...	PlaygroundEquipment.com Single Station Exercise Bike without Resisance Model Number:PFT061 Age Range:13 years + Unit Size:1' 10" x 3' 5"	1	1,326.00	1,326.00T
Playground Eq...	PlaygroundEquipment.com Single Station Rower Model Number:PFT002 Age Range:13 years + Unit Size:2' 9" x 4' 8"	1	1,486.00	1,486.00T

Signature & Date _____

Total

JenJax LLC dba Southeast Outdoors Solutions
PO Box 1582 | Jasper, GA 30143
770-704-5066 | Sales@SoutheastPlay.com | www.southeastoutdoorsolutions.com



Estimate

Date	Estimate No.
8/31/23	6507

JenJax LLC dba Southeast Outdoors Solutions
"Bringing the Outdoors to Life"

Name/Address	Ship To	Project
The City of Stonecrest 3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038	Salem Park 5290 Salem Road Stonecrest, GA 30038	Salem Park Fitness

Item	Description	Qty	Rate	Total
Playground Eq...	PlaygroundEquipment.com Double Station Chest Model Number:PFT012 Age Range:13 years + Unit Size:2' 5" x 5' 9"	2	3,246.00	6,492.00T
Installation	Installation of Equipment	1	5,296.00	5,296.00
Shipping	Shipping & Handling	1	1,375.00	1,375.00
PIP Surfacing	Poured In Place Surfacing Equipment Pads 7ea. Color 50% black & 50% Red Excavate dirt to accommodate compacted sub straight and EDPM surface add additional 3 feet on all sides of equipment pad to join up with concrete walking track. Each item size: Qt 1: 7.5 x 2 +3 = 13.5 x 8 = 108 sq ft Qt 2: 2 x 3.5 +3 = 8 x 9.5 = 156 sq ft Qt 1: 2 x 3.5 +3 = 8 x 9.5 = 76 sq ft Qt 1: 3 x 5 +3 = 9 x 11 = 99 sq ft Qt 2: 2.6 x 6 +3 = 8.6 x 12 = 135 sq ft 574 total sq ft	1	8,455.00	8,455.00T
PIP Surfacing ...	Poured In Place Surfacing Installation	1	9,900.00	9,900.00

Signature & Date _____

Total

JenJax LLC dba Southeast Outdoors Solutions
 PO Box 1582 | Jasper, GA 30143
 770-704-5066 | Sales@SoutheastPlay.com | www.southeastoutdoorsolutions.com



Estimate

Date	Estimate No.
8/31/23	6507

JenJax LLC dba Southeast Outdoors Solutions
"Bringing the Outdoors to Life"

Name/Address	Ship To	Project
The City of Stonecrest 3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038	Salem Park 5290 Salem Road Stonecrest, GA 30038	Salem Park Fitness

Item	Description	Qty	Rate	Total
PE.com Warra...	Product Warranty The warranty as stated is for equipment distributed under the brand name PlaygroundEquipment.com only. 100 year limited warranty • Aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship • Hardware against structural failure due to deterioration, corrosion, or workmanship • Post caps and clamps against structural failure due to deterioration, corrosion, or workmanship 15 year limited warranty • Rails, rungs, rigid climbers, loops and decks against structural failure due to deterioration, corrosion, or workmanship • All HDPE and rotational molded plastic components against structural failure due to materials or workmanship 5 year limited warranty • All blow molded plastics against structural failure due to materials or workmanship 1 year limited warranty • Cables and nets against premature wear due to natural deterioration or manufacturing defects • Moving parts against structural failure due to materials or workmanship • All models of Fun Bouncers against structural failure due to materials or workmanship • All materials and products not specifically listed above against failure due to materials or workmanship			0.00T

Signature & Date _____

Total

JenJax LLC dba Southeast Outdoors Solutions
 PO Box 1582 | Jasper, GA 30143
 770-704-5066 | Sales@SoutheastPlay.com | www.southeastoutdoorsolutions.com



Estimate

Date	Estimate No.
8/31/23	6507

JenJax LLC dba Southeast Outdoors Solutions
"Bringing the Outdoors to Life"

Name/Address	Ship To	Project
The City of Stonecrest 3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038	Salem Park 5290 Salem Road Stonecrest, GA 30038	Salem Park Fitness

Item	Description	Qty	Rate	Total
Warranty Notes	Warranty Notes • Installation of any component covered under manufacturer warranty is covered under service warranty for one year • Equipment is warranted under the manufacturer comprehensive warranty • Once the warranty dates are met each service call, repair, or warranty claim is subject to fees			0.00T

Signature & Date _____

Total

JenJax LLC dba Southeast Outdoors Solutions
 PO Box 1582 | Jasper, GA 30143
 770-704-5066 | Sales@SoutheastPlay.com | www.southeastoutdoorssolutions.com



Estimate

Date	Estimate No.
8/31/23	6507

JenJax LLC dba Southeast Outdoors Solutions
"Bringing the Outdoors to Life"

Name/Address	Ship To	Project
The City of Stonecrest 3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038	Salem Park 5290 Salem Road Stonecrest, GA 30038	Salem Park Fitness

Item	Description	Qty	Rate	Total
	<p>Thank you for allowing Southeast Outdoors Solutions to provide an estimate for your project!</p> <ul style="list-style-type: none"> • We hope you find our estimate to be meets your project needs. Prices quoted are good for 7 days, unless otherwise stated within the estimate. Shipping is subject to market changes at any time. • Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install. • If you decide to move forward with your project, please let us know so we can provide the final estimate, sales order, and deposit invoice of 50% of the total project that is due at order date with the remaining being due upon job completion. • Protecting the value and safety of your products and project is very important to us. All work is conducted to meet ASTM playground standards, is fully insured, and performed by a certified installer. • Please note this estimate does not include the following: surveying, permits, inspections or licenses, demolition of anything not noted, site prep, soil testing or grading, drainage systems, stonework or concrete work, temporary fencing or security. <p>Taxes are based on install address, unless a copy of your tax exemption certificate is provided. Dekalb County Sales Tax</p>			38,216.00
			8.00%	1,731.60
		Total		\$39,947.60

JenJax LLC dba Southeast Outdoors Solutions
PO Box 1582 | Jasper, GA 30143
770-704-5066 | Sales@SoutheastPlay.com | www.southeastoutdoorssolutions.com



City of Stonecrest
"Salem Park Fitness"
5290 Salem Road
Stonecrest, GA 30038
(470) 882-7820
sangelo@stonecrestga.gov

Installation of Fitness equipment and PIP EPDM Surface



Double Station Sky Walker
\$1,618

Qt: 2 - Single Station
Fit Rider with Resistance
\$1,134 ea



Single Exercise Bike
without Resistance
\$1,326



Single Station Rower
\$1,486



Option 2
Double Station
Chest Press
\$3,246 ea - Qt: 2



Black & Silver



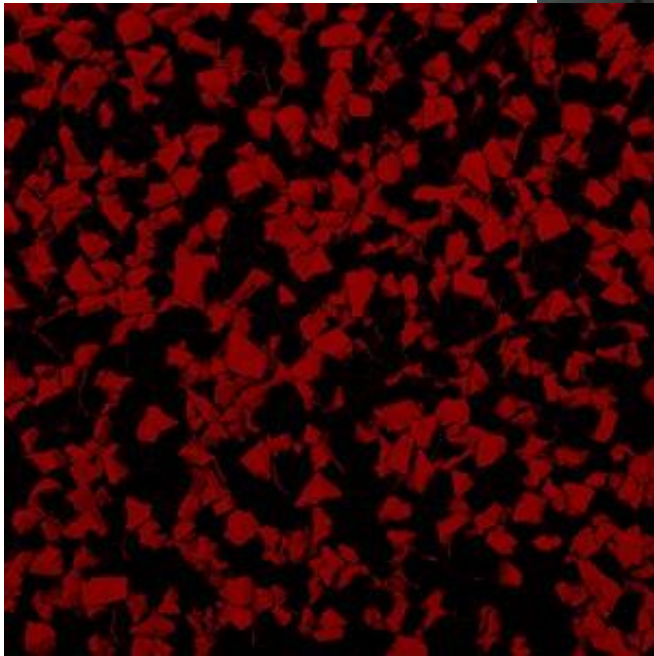
Red & Black



Silver & Silver



Poured EPDM Rubber Surface Color Options



50% Red/50% Black



50% Gray/50% Black



Karrie Poole
OWNER & SALES

Southeast Outdoors
solutions 

 (770) 704-5066
 sales@southeastplay.com
 www.SoutheastOutdoorsSolutions.com



Michael Poole
OWNER & OPERATOR

**SALEM PARK OUTDOOR EQUIPMENT
Request for Quote 23-117**

This **CONTRACT** made and entered into this ___day of _____, 2023 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **JenJax, LLC dba Southeast Outdoor Solutions**. Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) upon mutual written agreement by the parties by December 31, 2023 unless the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-117 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Drug-Free Workplace
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Documents: References and Subcontractor Form.
- Exhibit K: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

Stonecrest, GEORGIA

By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: JenJax, LLC dba Southeast Outdoor Solutions.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

GENERAL CONDITIONS**1. SCOPE OF WORK**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

GENERAL CONDITIONS

- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
- 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as

GENERAL CONDITIONS

provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

GENERAL CONDITIONS

- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any

GENERAL CONDITIONS

amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.
- 10.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

GENERAL CONDITIONS

- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of

GENERAL CONDITIONS

the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 13.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

GENERAL CONDITIONS

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.

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

GENERAL CONDITIONS

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.

- 13.7.2 Health Insurance. Not applicable.
- 13.7.3 Garage Liability Insurance. Not applicable.
- 13.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.5 Crime Coverage. Not applicable.
- 13.7.6 Pollution Liability Insurance. Not applicable.
- 13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

GENERAL CONDITIONS**14. LIABILITY INSURANCE**

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. 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.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider’s obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider’s work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider’s compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the

GENERAL CONDITIONS

management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arms-length transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the bid.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:
- 17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

GENERAL CONDITIONS

- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to

GENERAL CONDITIONS

compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary

GENERAL CONDITIONS

hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

GENERAL CONDITIONS

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

GENERAL CONDITIONS

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS**23. GENERAL PROVISIONS**

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

GENERAL CONDITIONS

- of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

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- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and

GENERAL CONDITIONS

information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

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- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.
- 24. GRATUITIES, REBATES, OR KICKBACKS.**
- 24.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request

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including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

24.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS*****

SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION, BACKGROUND, AND RFQ PROCESS

Introduction

The City of Stonecrest, Georgia (the “City”) is seeking competitive quotes 23-117, Salem Park Outdoors Exercise Equipment from responsible bidders.

Request for Quotes

This purchase request is a Request for Quote (RFQ). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirements. 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 the City of Stonecrest.

II. SCOPE OF WORK

The City of Stonecrest is looking for a vendor to install outdoor exercise equipment at Salem Park. Please see the below list of equipment and quantities. Please provide a quote, including installation, with a picture of each machine for the City’s review.

- a. Double Station Air Walker outdoor Exercise Equipment
- b. Single Station Fit Rider outdoor Exercise Equipment - 2
- c. Single Station Exercise Bike Outdoor Exercise Equipment
- d. Single Station Rower Outdoor Exercise Equipment
- e. Double Station Chest Press Exercise Equipment - 2

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
All South Lawscaper Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
130 Beach State Court

6 City, state, and ZIP code
Tyrone Pa 30290

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

27	-	0276186
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ *11-18-2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: All South Lawnsapes
Address: 130 Peach State Court Tyrone, GA 30290

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.

734725
E Verify™ Company Identification Number

7-21-2007
Date of Authorization

Alex Kidd
BY: Authorized Officer or Agent
(Name of Person or Entity)

9-20-2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

20 DAY OF Sept. 2023

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 4-19-23

* 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.

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 All South Lawns (Service Provider), All South Lawns (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.

All South Lawns

Company Name Alex Kidd 9-20-2023

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

Project Manager

Title of Authorized Officer or Agent of Service Provider

Alex Kidd

Printed Name of Authorized Officer or Agent

PURCHASING POLICY ADDENDUM

I, All South Landscapes, 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.

Alex Kidd 9-20-2023

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

Project Manager

Title of Authorized Officer or Agent of Service Provider

Alex Kidd 9-20-2023

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

All South Lawscapes

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

1. Alex Kidd 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: Alex Kidd

Date: 9-20-2023

Printed Name: Alex Kidd

* 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 20 day of Sept, 2023

Notary Public: Shirley Brewer

My Commission Expires: 4-19-23

* 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 Sept day of 20, 2023
All South Lawnscape
(Name of Organization)
Project manager
(Title of Person Signing)
Amp King
(Signature)
23-119
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF Dawson)

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 20 day of Sept, 2023
[Signature]
Notary Public Signature
My Commission Expires: 4-19-26

REFERENCES

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: Reservoir Group
Address: PO Box 1387 McDonough, GA
Contact: Drew Camp Phone: 678-414-0811

2. Company Name: Childress Klein
Address: 300 Galleria Parkway SE suite 200 Atlanta, GA
Contact: Mitchell Taylor Phone: 770-364-3953

3. Company Name: Pavestone Company
Address: 169 Peggy lane Tyrone, GA
Contact: Chris Clane Phone: 404-626-8459

All South Lawnscaapes, Inc.
 P.O. Box 2290
 Peachtree City, GA 30269

Estimate

Date	Estimate #
9/20/2023	89273

Name / Address
City of Stonecrest Everett Park 5106 Klondike Road Stonecrest, GA 30038

Project

Description	Qty	Rate	Total
Remove all trees, down limbs, vines and stones from 1.5 mile trail *leaving all debris on site *mulch up area with forestry mulcher 4-6" trees *leave trees and plants that are flagged *fill in all holes in trail *trail to be 6' wide and clear 10' on both sides of the trail *add trail mix (slate dust and rock) to the 6' trail at 1" thick (no fabric) *prune up limbs up to 12' high *place a 10' 12" pipe in low areas (max of 4) *line trail with 4-6' cal trees that are cut from the site	1	48,225.00	48,225.00
Total			\$48,225.00

Phone #
678-878-6968



CITY COUNCIL AGENDA ITEM

SUBJECT: Memorandum of Understanding Approval – Georgia Piedmont Technical College -ARPA

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: MOU

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Gia Scruggs, City Manager

PURPOSE: The City Council allocated \$500,000 to be distributed to Georgia Piedmont Technical College to assist with training. The grant may also allow for some scholarships for City of Stonecrest residents. Staff was directed to work with Berry Dunn to create a grant consideration that was within the Federal ARPA guidelines. The staff, including City’s legal team has worked with the ARPA management consultant, Berry Dunn, to create a Memorandum of Understanding that meets the guidelines of the federal program while also encompassing the goals of the City. The funding is ARPA – Educational Support - \$500,000.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA
CITY OF DEKALB

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) SUBRECIPIENT AGREEMENT

This **AGREEMENT**, made this 21st day of August 2023, by and between **CITY OF STONECREST, GEORGIA**, a political subdivision of the State of Georgia (the “City”) and the **GEORGIA PIEDMONT TECHNICAL COLLEGE**, a political subdivision of the State of Georgia (“Recipient”).

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF” program); and

WHEREAS, the eligible uses of American Rescue Plan Act funds include, but are not limited to, addressing the economic and public health impacts of COVID-19 and state and local governments’ efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the City is the recipient of a SLFRF award from the federal government for the execution of projects and activities under ARPA and its implementing regulations 31 CFR Part 35; and

WHEREAS, the Recipient has requested ARPA funds from the City to expand and develop additional workforce training programs through the purchase of commercial trucks and simulators to be utilized in its logistics training facility located within City limits, as further described below (the “Project”), which will assist the City in rebuilding the local economy and the employment shortcomings that have been exacerbated by the COVID-19-pandemic; and

WHEREAS, the State of Georgia (the “State”) recently became the location of several environmentally friendly electric car and battery manufacturing plants, and a solar manufacturing plant located southeast, northeast, and northwest respective to the City; and

WHEREAS, the I-20 corridor connects and runs across the City that is advantageously located to fully benefit from the economic progress and development of the State and its investments in transportation, logistics, and other public infrastructure to support the electric car, electric battery, and solar manufacturing plants being built across the state; and

WHEREAS, the City hosts more than 800 companies within its boundaries, and has also invested significant sums in two (2) industrial parks currently occupied by several well-known logistics and transportation companies that are capable of supporting the State’s current and future investments in the state’s transportation, logistics, and other public infrastructure; and

WHEREAS, the City boasts a significant amount of undeveloped land out of any municipality within Metro Atlanta that could be utilized for additional economic development activities aligned with the State’s investments in transportation, logistics and other public infrastructure for the electric car, electric battery, and solar manufacturing plants locating in the State; and

WHEREAS, in furtherance of that goal, the City will also place a Metropolitan Atlanta Rapid Transit Authority (the “MARTA”) hub within City limits to become the gateway to many parts of the State to support the State’s logistics and transportation industries servicing the various environmentally friendly manufacturing plants; and

WHEREAS, the City envisions and plans for a robust logistics and transportation workforce through its economic development and planning activities of providing job training and employment for City residents with the Recipient’s logistics training facility to counteract

the negative economic impacts of the COVID-19 public health emergency of the City's residents;

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to respond to such negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the respective parties hereto wish to memorialize the terms and conditions under which the funds will be issued and the parties hereto will be bound.

NOW, THEREFORE, in consideration of the promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Scope of Project. The City shall, based upon the terms and conditions contained herein, grant to the Recipient the amount of FIVE HUNDRED THOUSAND AND 00/NONE (\$500,000.00) in FY 2023. Recipient shall use these funds to purchase commercial trucks, trailers, and simulators to be used in its logistics training facility located at 6720 Marbut Rd, Lithonia, GA 30058. The Recipient shall also use such funds and the purchased commercial trucks, trailers, and simulators to offer internships, scholarships, and/or free or discounted workforce training & certification programs for City residents to counter the negative economic impact the COVID-19 public health emergency has to the City's local economy as further specified in Addendum B.

2. Accountability. The Recipient agrees to expend the funds granted by the City solely in conformance with the terms of this Agreement, and to account for said funds in accordance with generally accepted accounting principles. Any funds not expended for the purposes provided herein shall be returned to the City.

3. Disbursement of Funds. The City shall provide the grant of funds to the Recipient for the FY 2023 in the amount of FIVE HUNDRED THOUSAND AND 00/NONE dollars (\$500,000.00) upon receipt of this signed Agreement and the attached Addendum A and B

regarding expenditure and program reporting. Funds shall be disbursed no more than 30 days after Agreement is executed.

4. Conflicts of Interest. The Recipient warrants and represents that none of the principals, agents, or employees of the Recipient have violated any applicable federal, state, or local conflict of interest laws, ordinances, rules or regulations, and that the aforementioned parties shall continuously comply with all of the foregoing throughout the term of this Agreement. Additionally, the Recipient attests that all principals of the Recipient have certified the same.

5. Enforceable and Legally Binding Act. The Recipient certifies that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; and that it has all of the requisite power and authority to enter into this Agreement and to assume the responsibilities herein including the expenditure of funds; and that all necessary actions have been and will be taken in conformance with all applicable laws to make this Agreement and actions hereunder valid, enforceable and legally binding acts of the Recipient.

7. No Agency or Partnership. Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership or joint venture, between the City and the Recipient. The City is not an agent or representative of the Recipient. The Recipient is not an agent or representative of the City.

8. Termination. The City may terminate this Agreement, with or without cause, after providing thirty (30) business days written notice to the Recipient. If at the time of termination, any funds provided under this Agreement have not been disbursed to the Recipient such funds shall be retained by the City. Except in the case of the material breach of this Agreement and as a remedy for material breach under the terms set forth in Paragraph 9 herein,

all funds provided under this Agreement prior to any termination shall be retained by the Recipient.

9. Satisfaction. In the event the City determines, after consultation with the Recipient and after providing the Recipient with written notice and a reasonable opportunity to cure, that the Recipient: (i) has failed to comply with the terms of this Agreement in a timely manner, (ii) has failed to complete all or a portion of the actions required under the Agreement; (iii) has acted in any way contrary to the purposes for which the grant was awarded; or (iv) has violated any federal, state, or local law, ordinance or regulation, Recipient shall be required to return to the City all funds disbursed under this Agreement, upon written request.

10. Funding restrictions

The City is awarding funds to the Recipient for the purpose of addressing the negative economic impacts caused by the public health emergency, by expanding and developing workforce training programs, and assist the City in rebuilding the local economy and the employment shortcomings that have been exacerbated by the COVID-19-pandemic. ARPA funds cannot be used to:

- (a) Payoff debt
- (b) Fund pension accounts
- (c) Match other federal grants
- (d) Satisfy a judgment or settlement
- (e) Contribute to a “rainy day” fund

11. Mandatory Reporting. As a condition of receipt of any and all grant amounts and funds conveyed through the Terms herein of this Agreement, the Parties mutually agree that Recipient shall be required to file monthly and quarterly, or otherwise upon written request by the City, a(n) expenditure report(s) with the City as described in Addendum A. The Recipient

shall also provide the City with any other information, documents and/or photographs the City reasonably deems necessary to monitor performance of this Agreement on a quarterly basis. Quarterly basis is herein described as every three (3) calendar months, beginning from the effective date of this Agreement.

Expenditure report(s) shall be submitted by the Recipient monthly and quarterly, or upon written request by the City, through the City Manager's office, and expenditure reports are due to the City by 4 P.M. starting on the first quarter of CY2024 and quarterly thereafter. Should the City request in writing a report(s) described in this paragraph herein on dates other than the dates specified above, the City shall provide at least fifteen (15) business days advance written notice. Failure to keep and maintain records, and/or failure to provide a report(s) on the aforementioned specific dates, or any other dates requested by the City, with the requisite advance written notice, shall constitute a material breach of this Agreement on the part of Recipient.

The Recipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of funds provided under this Agreement and compliance with all applicable laws. Such documentation shall be retained for at least five (5) years from the completion of said project, and shall be made promptly available to the City upon request. The Recipient further agrees that an accounting of funds provided under this Agreement shall be included in the next regularly scheduled audit or financial statement of the Recipient and any future audits or financial statements until all expenditures of funds provided under this Agreement have been accounted for. The Recipient acknowledges and agrees that any unresolved findings of the City concerning expenditure of project funds, whether based on an audit report, financial statement, project completion report or independent investigation of the

City, shall preclude the Recipient from applying for or receiving any further grants or other funds from the City, until such findings are resolved to the reasonable satisfaction of the City.

12. Indemnification.

(a) To the extent authorized by law, Recipient shall indemnify, defend, save and otherwise hold harmless the City, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of the City. Recipient shall protect the City from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Recipient shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Recipient shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the City, its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

(b) To the extent authorized by law, the City shall indemnify, defend, save and otherwise hold harmless Recipient, its directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of the City to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The City shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

13. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to the modification in writing.

15. Governing law and Venue. This Agreement shall be governed in all respects by the laws of the State of Georgia. The venue for any disputes arising from this agreement shall be Fulton Superior Court, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

{Signatures on the following page}

STONECREST, GEORGIA

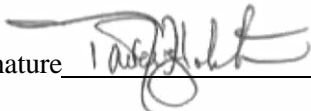
By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Fincher Denmark, City Attorney

GEORGIA PIEDMONT TECHNICAL COLLEGE

Signature  _____

Date 8/28/2023

Print Name Dr. Tavaréz Holston

Print Title President

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

ADDENDUM "A"
EXPENDITURE

Financial Reporting Requirements: Recipients must follow all rules when accepting grant funds from the city. These grants funds are subject to an annual audit. **I certify that my public or private organization:**

- Will use ARPA funds according to the ARPA Subrecipient Agreement,
- Will provide all required reports to the City Council in a timely manner,
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled checks – front and back, invoices, receipts, etc.) on all expenditures for a minimum of five (5) years after end of program,
- Will provide complete documentation of funds expended, to the city, on the required quarterly basis until the funds granted to Recipient is fully expended,
- Will allow for review by the City Council if required.

Please check Have read, understand and agree to abide by the requirements listed above.

Organization Name: Georgia Piedmont Technical College

Title: President

Signature: 

Date: 8/28/2023

Address: 495 North Indian Creek Drive

City/State/Zip: Clarkston, Georgia 30021

 DENDUM “B”
PROGRAM REPORTING

Project [Identification Number]: [Project Name]

Funding amount: [Funding amount]

Project Expenditure Category: [Category number, Category Name]

Project overview

Georgia Piedmont Technical College (GPTC) is proposing a \$500,000 grant award to support the expansion of the college’s training program through the purchase of additional semi-tractor trailer trucks, simulators, and student-level hardship support. GPTC’s CDL program is recognized by the FMCSA ELDT Training Registry for in-person training. GPTC has a long history of providing training for CDL Class A and Class B drivers, with a proven track record of producing qualified graduates to work in the transportation and logistics industry. Over the course of a year, GPTC provides nearly 50,000 training hours to approximately 1250 students. To expand program access, the \$500,000 of American Rescue Plan Act (ARPA) grant funding from the City of Stonecrest will provide the necessary financial assistance to expand the program’s scope through the purchase of programmatic equipment and nearly double the number of students served. Additional funds to support student financial hardship needs will promote positive student outcomes.

Purchasing of programmatic equipment will commence upon receipt of funds from Stonecrest. Student-level hardship funding will be awarded at the onset of the subsequent term, upon receipt of funds. Student-level hardship funding will be distributed to students through the GPTC Foundation. Eligible students who are residents of Stonecrest will apply to the GPTC Foundation for funds to support their student learning needs.

The institution maintains thorough records, including invoices, purchase orders, and maintenance logs, to demonstrate effective resource use. Similarly, when distributing funds for student-level hardship scholarships, relying on evidence is crucial. The institution follows a clear scholarship application process, which includes the identification of the student need, and employs a robust review system. This ensures fair scholarship allocation, highlighting the institution's dedication to equal support and an encouraging learning environment. These methods are the institution's commitment to improving student learning experiences and industry readiness, as backed by concrete documentation.

Young Tae

2023-06-22 16:06:00

GPTC, please provide specifics on scholarships, internships, and certificate training programs for city residents. What will be the deliverables for the ARPA funds provided by the city to

GPTC and City of Stonecrest ARPA Grant Award to CDL Program Expansion



KRISTIN JEAN CORKHILL, Ed.D.

Georgia Piedmont Technical College

June 9, 2023

PROJECT NARRATIVE AND ORGANIZATIONAL CAPACITY

Georgia Piedmont Technical College (GPTC) is proposing a \$500,000 grant award to support the expansion of the college's training program through the purchase of additional semi-tractor trailer trucks. GPTC's CDL program is recognized by the FMCSA ELDT Training Registry for in-person training. GPTC has a long history of providing training for CDL Class A and Class B drivers, with a proven track record of producing qualified graduates to work in the transportation and logistics industry. Over the course of a year, GPTC provides nearly 50,000 training hours to approximately 1250 students. To expand program access, the \$500,000 of American Rescue Plan Act (ARPA) grant funding from the City of Stonecrest will provide the necessary financial assistance to expand the program's scope through the purchase of semi-tractor trailer trucks and nearly double the number of students served.

GPTC's CDL program is a hands-on learning environment and the trucks are a vital and necessary extension of the classroom. Time spent in the trucks play a vital role in educating students who aspire to become commercial truck drivers. As an example, the CDL Class A course spans over 8 weeks, and 95% of the course is conducted in the truck itself. This makes it analogous to a science class being held in a laboratory. The class time in the truck is the lab experience for CDL students. Without access to the trucks, students are missing a crucial component of learning necessary to become safe and successful drivers.

Currently, the instructor to student ratio is at 4-1, which is a standard procedure among accredited programs. During the pandemic, ratios were at 1-1. Therefore, it is necessary to prioritize the purchase of additional semi-tractor trailer trucks for the Georgia Piedmont Technical College CDL program in order to expand the number of participants able to complete the required training experience. By doing so, students will have access to the equipment they need to acquire hands-on experience and develop the skills needed to become skilled commercial truck drivers.

INSTITUTIONAL OVERVIEW

For more than 60 years, GPTC has been providing high-quality education and career training to students of all backgrounds. Founded in 1961, Georgia Piedmont Technical College is one of the oldest of the 22 colleges in the Technical College System of Georgia. At the heart of GPTC's mission is promoting "workforce development within a learner-centered environment through adult education, technical education and customized business and industry training in DeKalb, Newton and Rockdale counties" (GPTC mission, n.d.). At GPTC, there are three silos of students with Adult Education, for-credit courses in Technical Education and Academic Programs that articulate into the University System of Georgia, and Economic Development for short-term

training. GPTC also promotes the ideal of life-long learning, and as a result, students may find themselves in a combination of student types.

The college is located in the greater, metro-Atlanta area, a three-county service region that extends from the urban city center through suburbs into a rural community. In AY 2021, there were approximately 3819 students enrolled at GPTC. Of those enrolled, nearly 80% were considered economically disadvantaged. GPTC's student population is more than 65% female, 80% identify as Black or African American, with an average age of 26 years old. GPTC is designated as a Minority Serving Institution (MSI) by the U.S. Department of Education under the Higher Education Act (HEA).

GPTC's location in the metro-Atlanta area, at the intersection of three major interstates (Interstates 75, 85, and 20) makes it a critical partner within the logistics industry in the state. GPTC's primary CDL training location is at the Regional Transportation Training Center (RTTC) in the Stonecrest area of Southwest DeKalb County.

This campus is under considerable renovation, with nearly \$12 million invested by local, state, and federal partners to build a new facility opening in 2024. When completed, the new campus will create an ecosystem specifically designed to meet industry needs by bringing key stakeholders with transportation and logistics interests under one roof. The new facility is a 28,000-square foot space that houses higher education, private industries, emerging businesses, and governmental agencies creating a tremendous synergy that will make a significant regional impact in the industry. Part of the money raised was through Congressional Directed Spending and a Community Project Funding, with \$1 million allocated in FY 2022. While funds have been raised to support the construction of the facility, GPTC is still in need of financial resources to expand the training capabilities of the CDL program through the purchase of additional trucks.

GPTC's primary mission is to prepare students to enter the workforce in high-demand career fields that align with local industry and workforce needs. GPTC's programs are developed in coordination with industry leaders from the region who serve on advisory boards for the related academic departments. For the CDL program pathways, GPTC has developed strong and lasting relationships with MARTA, the Metropolitan Atlanta Rapid Transit Authority. MARTA is the principal public transportation operator in the Atlanta metropolitan area, serving the city of Atlanta as well as the surrounding region. Additionally, GPTC partners with other companies to provide the necessary training for both the bus and trucking industries.

The community relationships that GPTC has built also lend support to the CDL programs. Because GPTC operates through three silos of education, Adult Education, Credit, and Economic Development, various organizations support the program enrollment. To promote education and

job training for refugees, GPTC partners with known agencies such as New American Pathways and Center for Victims of Torture--Georgia. These agencies partner with GPTC to promote enrollment in the college's Adult Education program for participants to learn English and train in a field that will prepare them for a career. In summer of 2021, GPTC established a program called **READY, STEP, LEAP!**, an innovative program that removes barriers to a college education and/or workforce training or refugee students who were forced to flee their countries without proof of high school graduation. It is GPTC's version of an adult education initiative often referred to as an IET – or Integrated Education and Training. A student enrolls in free English as a Second Language (ESL) or high school equivalency classes and then chooses a career-focused pathway that makes the most sense for him or her, with CDL being a popular option for participants. Participants earn their credential and are ready to join the workforce or continue on their pathway toward a diploma or possibly a degree. Nearly all costs are covered through grants and federal funding.

Additionally, GPTC's relationship with local companies such as MARTA have created a demand for training through Economic Development—short-term professional development. Students enroll in GPTC's 8-week or 12-week training program.

The third avenue for participation is through GPTC's credit program, a traditional pathway to college enrollment. This pathway articulates into a larger credential in the logistics and transportation industry. Students can earn the college certificate in CDL and enter the workforce or can continue on towards a diploma or degree in logistics. The popularity of the program has created a waitlist of nearly 500 students.

Georgia Piedmont Technical College is committed to providing high-quality training to all students. As a minority serving institution, with a large population of refugees, GPTC aims to expand access to a traditionally underserved population through the CDL training program. The \$500,000 ARPA grant award from the City of Stonecrest will have a direct impact on the future training and employability of its citizens in this high-demand job sector.

The transportation and logistics industry is a critical sector of the economy that provides job opportunities for people of all backgrounds. However, for traditionally underserved populations, such as low-income individuals and refugees, access to training and education for this field can be limited by financial constraints. Georgia Piedmont Technical College recognizes the importance of expanding access to education and career readiness for these populations, and is committed to addressing the barriers that prevent them from participating in the college's 12-week CDL program.

Over the past five years, the college has averaged a nearly 100% job placement rate for graduates and a 90% testing pass rate for CDL participants. Despite these programmatic successes and the investments in infrastructure, the college cannot expand student enrollment and serve the needs of the community without further investment in semi-tractor trailer trucks.

These trucks are an extension of the classroom environment and play a vital role in educating students who aspire to become commercial truck drivers. The CDL Class A course spans over 8 weeks, and 95% of the course is conducted in the truck itself. This makes it analogous to a science class being held in a laboratory. The class time in the truck is the lab experience for CDL students. Without access to the trucks, students are missing a crucial component of learning necessary to become safe and successful drivers. Currently, the instructor to student ratio is at 4-1, which is a standard procedure among accredited programs. During the pandemic, ratios were at 1-1. Therefore, it is necessary to prioritize the purchase of semi-tractor trailer trucks for the Georgia Piedmont Technical College CDL program. By doing so, students will have the equipment they need to acquire hands-on experience and develop the skills needed to become skilled commercial truck drivers.

Through the purchase of additional semi-tractor trailer trucks, Georgia Piedmont Technical College will promote economic mobility to an expanded student population. By increasing the training capacity created by additional semi-tractor trailer trucks purchased through the \$500,000 ARPA grant from the City of Stonecrest program will help to diversify the workforce in the transportation and logistics industry, creating opportunities for people of all backgrounds to thrive in this critical sector of the economy.

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CITY COUNCIL AGENDA ITEM

SUBJECT: Memorandum of Understanding Approval – DeKalb County School System -ARPA

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: MOU

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 23, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Gia Scruggs, City Manager

PURPOSE: The City Council allocated \$1,200,000 to be distributed to DeKalb County School System for the 12 schools located in the City of Stonecrest to provide wrap around services for the students, staff and teachers affected by COVID. . Staff was directed to work with Berry Dunn to create a grant consideration that was within the Federal ARPA guidelines. The staff, including City’s legal team has worked with the ARPA management consultant, Berry Dunn, to create a Memorandum of Understanding that meets the guidelines of the federal program while also encompassing the goals of the City. The funding is ARPA – Educational Support - \$1,200,000.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF DEKALB

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) SUBRECIPIENT AGREEMENT

This **AGREEMENT**, made this _____-day of _____ 2023, by and between **CITY OF STONECREST, GEORGIA**, a political subdivision of the State of Georgia (the “City”) and the **DEKALB CITY SCHOOL DISTRICT**, a political subdivision of the State of Georgia (“Recipient”).

W I T N E S S E T H:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF” program); and

WHEREAS, the eligible uses of American Rescue Plan Act funds include, but are not limited to, addressing the exacerbation of poverty and homelessness among students in schools and mental health and wellness issues among students impacted by the pandemic within City limits; and

WHEREAS, the City is the recipient of a SLFRF award from the federal government for the execution of projects and activities under ARPA and its implementing regulations 31 CFR Part 35;

WHEREAS, the Recipient has requested ARPA funds from the City to provide wraparound services and options for schools to purchase certain items to address poverty, homelessness in students, and mental health and wellness services for students impacted by the pandemic; and

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to respond to the poverty and homelessness of students and mental health and wellness services for students in schools impacted by the pandemic; and

WHEREAS, the respective parties hereto wish to memorialize the terms and conditions under which the funds will be issued and the parties hereto will be bound.

NOW, THEREFORE, in consideration of the promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Scope of Project. The City shall, based upon the terms and conditions contained herein, grant to the Recipient the amount of one million two hundred thousand (\$1,200,000.00) in School Year 2023-2024. Recipient shall use these funds to alleviate the poverty and homelessness of its students, and the mental health and wellness of its students for DeKalb County schools qualified to receive such services and/or products located within City limits. Specifically, the Recipient shall provide wraparound services and options to purchase select items for the twelve (12) schools and its students, subject to conditions as described in Attachment “1.”

2. Accountability. The Recipient agrees to expend the funds granted by the City solely in conformance with the terms of this Agreement, and to account for said funds in accordance with generally accepted accounting principles. Any funds not expended for the purposes provided herein shall be returned to the City. Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026.

3. Disbursement of Funds. The City shall grant the Recipient funds for the School Year 2023-2024 in the amount of one million two hundred thousand dollars (\$1,200,000.00) upon receipt of this signed Agreement and the attached Addendum A and B regarding expenditure and program reporting. Funds shall be disbursed no more than 30 days after Agreement is executed.

4. Conflicts of Interest. The Recipient warrants and represents that none of the principals, agents, or employees of the Recipient have violated any applicable federal, state, or local conflict of interest laws, ordinances, rules or regulations, and that the aforementioned parties shall continuously comply with all of

the foregoing throughout the term of this Agreement. Additionally, the Recipient attests that all principals of the Recipient have certified the same.

5. Enforceable and Legally Binding Act. The Recipient certifies that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; and that it has all of the requisite power and authority to enter into this Agreement and to assume the responsibilities herein including the expenditure of funds; and that all necessary actions have been and will be taken in conformance with all applicable laws to make this Agreement and actions hereunder valid, enforceable and legally binding acts of the Recipient.

6. Monitoring and Auditing. Upon request, the Recipient agrees to provide the City with any information, documents and/or photographs the City reasonably deems necessary to monitor performance of this Agreement on a quarterly basis. Quarterly basis is herein described as every three (3) calendar months, beginning from the effective date of this Agreement. The Recipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of funds provided under this Agreement and compliance with all applicable laws. Such documentation shall be retained for at least five (5) years from the completion of said project and shall be made promptly available to the City upon request. The Recipient further agrees that an accounting of funds provided under this Agreement shall be included in the next regularly scheduled audit or financial statement of the Recipient and any future audits or financial statements until all expenditures of funds provided under this Agreement have been accounted for. The Recipient acknowledges and agrees that any unresolved findings of the City concerning expenditure of project funds, whether based on an audit report, financial statement, project completion report or independent investigation of the City, shall preclude the Recipient from applying for or receiving any further grants or other funds from the City, until such findings are resolved to the reasonable satisfaction of the City.

7. No Agency or Partnership. Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership or joint venture, between the City and the Recipient. The City is not an agent or representative of the Recipient. The Recipient is not an agent or representative of the City.

8. Termination. The City may terminate this Agreement, with or without cause, after providing thirty (30) business days written notice to the Recipient. If at the time of termination, any funds provided under this Agreement have not been disbursed to the Recipient such funds shall be retained by the City. Except in the case of the material breach of this Agreement and as a remedy for material breach under the terms set forth in Paragraph 9 herein, all funds provided under this Agreement prior to any termination shall be retained by the Recipient.

9. Satisfaction. In the event the City determines, after consultation with the Recipient and after providing the Recipient with written notice and a reasonable opportunity to cure, that the Recipient: (i) has failed to comply with the terms of this Agreement in a timely manner, (ii) has failed to complete all or a portion of the actions required under the Agreement; (iii) has acted in any way contrary to the purposes for which the grant was awarded; or (iv) has violated any federal, state, or local law, ordinance or regulation, Recipient shall be required to return to the City all funds disbursed under this Agreement, upon written request.

10. Prohibition on Sectarian Aid.

(a) One of the constraints imposed by the Georgia Constitution on the implementation of grants through private parties is the prohibition against sectarian aid. Specifically, “No money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect, cult, or religious denomination or of any sectarian institution.”

(b) Without limiting any other provision of this grant agreement, it is the responsibility of the Recipient to comply with this prohibition and to conduct such factual inquiries as may be reasonably

necessary to enforce it, and the Recipient's acceptance of this grant constitutes a promise to do so. No act or failure to act by the City in this regard will waive the requirement of compliance or prevent the City from asserting noncompliance.

11. Funding restrictions

The City is awarding funds to the Recipient for the purpose of addressing specific needs of their students.

ARPA funds cannot be used to:

- (a) Payoff debt
- (b) Fund pension accounts
- (c) Match other federal grants
- (d) Satisfy a judgment or settlement
- (e) Contribute to a "rainy day" fund

12. Mandatory Reporting. As a condition of receipt of any and all grant amounts and funds conveyed through the Terms herein of this Agreement, the Parties mutually agree that Recipient shall be required to file quarterly, or otherwise upon written request by the City, a report(s) with the City of Stonecrest.

Such reports shall be submitted monthly and quarterly by Recipient through email, and expenditure reports are due to the City by 4 P.M. beginning the first quarter of CY2024 and quarterly thereafter. Should the City request in writing a report(s) described in this paragraph herein on dates other than those specified above, the City shall provide at least fourteen (14) business days advance written notice. Failure to keep and maintain records and/or failure to provide a report(s) on the aforementioned specific dates, or any other dates requested by the City, with the requisite advance written notice, shall constitute a material breach of this Agreement on the part of Recipient.

13. Indemnification.

(a) To the extent authorized by law, Recipient shall indemnify, defend, save and otherwise hold harmless the City, its elected and appointed officials, departments, agencies, boards, authorities,

directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of the City. Recipient shall protect the City from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Recipient shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Recipient shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the City, its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

(b) To the extent authorized by law, the City shall indemnify, defend, save and otherwise hold harmless Recipient, its directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of the City to conform to any federal, state or local law, statute,

ordinance, rule, regulation or court decree. The City shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to the modification in writing.

16. Governing law and Venue. This Agreement shall be governed in all respects by the laws of the State of Georgia. The venue for any disputes arising from this agreement shall be a court of competent jurisdiction located in DeKalb County, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

{Signatures on the following page}

CITY OF STONECREST, GEORGIA

Attest:

Sonya Isom, **Clerk**

By: _____(SEAL)
Jazzmin Cobble, **Mayor**

APPROVED AS TO FORM:

City Attorney: _____

DEKALB COUNTY SCHOOL DISTRICT

Attest:

By: _____
_____, **Chair**

(SEAL)

ATTACHMENT 1
WRAPAROUND SERVICES & OPTION TO PURCHASE

Recipient shall use a portion of the funds provided by the City of Stonecrest via the American Rescue Plan Act to provide the following wraparound services to the twelve (12) schools located within City of Stonecrest limits as follows:

1. Zen Den/Mindfulness Room – for students with manipulatives

Recipient shall also provide a portion of the funds provided by the City of Stonecrest via the American Rescue Act to schools located within City of Stonecrest limits qualified as a “High Poverty” school¹, the option to purchase the following items for its students:

1. Clear book bags
2. Composition notebooks
3. Pens and pencils
4. Highlighters
5. Glue sticks
6. Pocket folders
7. Student organizers/agendas
8. 2” binders
9. Deodorant
10. Girls’ underwear in various sizes

For high schools with a Student and Family Engagement Center (“SAFE”) within City of Stonecrest limits, the items listed above will be free of charge and made available for students at the SAFE center. SAFE centers provide academic, social & emotional support and wraparound services for the students.

¹ To claim under these expenditure categories the school must be a high poverty school, or the service must be directed to children from low-income households. The services listed in the agreement do not seem to be focused on students from low-income households, so the services, as described, are only eligible if the school is a high poverty school. There are three ways to identify a school as high poverty:

- School is a Title I school
- School is in a QCT
- 75% or more of the students are eligible for free and reduced lunch

Low-poverty schools are defined as public schools where 25.0 percent or less of the students are eligible for FRPL. Mid-low poverty schools are those where 25.1 to 50.0 percent of the students are eligible for FRPL. Mid-high poverty schools are those where 50.1 to 75.0 percent of the students are eligible for FRPL. High-poverty schools are those where more than 75.0 percent of the students are eligible for FRPL." (U.S. Department of Education, National Center for Education Statistics) <https://nces.ed.gov/fastfacts/display.asp?id=898#:~:text=In%20the%20United%20States%2C1,concentration%20of%20low%2Dincome%20students.>

ADDENDUM "A"
EXPENDITURE

Financial Reporting Requirements: Recipients must follow all rules when accepting grant funds from the city. These grants funds are subject to an annual audit. **I certify that my public or private organization:**

- Will use ARPA funds according to the ARPA Subrecipient Agreement,
- Will provide all required reports to the City Council in a timely manner,
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled checks – front and back, invoices, receipts, etc.) on all expenditures for a minimum of _____ years after end of program,
- Will provide complete documentation of funds expended, to the city, on the required quarterly basis,
- Will allow for review by the City Council if required.

Please check Have read, understand and agree to abide by the requirements listed above.

Organization Name: _____

Title: _____

Signature: _____

Date: _____

Address: _____

City/State/Zip: _____

ADDENDUM “B” PROGRAM REPORTING

Project overview

- *A description of the project includes an overview of the project's main activities, the approximate timeline, primary delivery mechanisms, and partners, if applicable, and intended outcomes.*
- *How the project contributes to addressing the performance of each service defined in the project's scope.*

Use of Evidence

- *Briefly describe the goals of the project, and whether ARPA funds are being used for evidence-based interventions, the evidence base for the interventions, and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. If a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design.*
- *Identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project.*

Performance Report

- *For the Project Inventories, include key performance indicators for your jurisdiction’s major SLFRF-funded projects. Report key performance indicators for each project or group projects with substantially similar goals and the same outcome measures. Jurisdictions may choose to include some indicators for each individual project as well as crosscutting indicators. Include both output and outcome measures.*
- *In addition, you must include the mandatory performance indicators if your jurisdiction has projects in the relevant areas. Provide data disaggregated by race, ethnicity, gender, income, and other relevant factors, if possible. Each annual report should include updated data for the performance period and prior period data.*
 - a. *Education Assistance (EC 3.1-3.5):*
 - *Provide academic, emotional, and socioeconomic support, including additional wraparound services for students such as but not limited to:*
 - *Food Panty*
 - *Clothing Closet*
 - *School Supplies*
 - b. *Healthy Childhood Environments (EC 3.6-3.9):*
 - *Mental Health Services such as but not limited to:*
 - *Zen Den/Mindfulness Room – for students with manipulatives*
 - *De-escalation Room – Serves as an area where students can de-escalate from their current emotional state.*