



**Request for Proposal 23-109
New Fairington Park and Botanical Garden Civil Design**

May 23, 2023

Optional: Pre-Proposal Conference

Monday, July 10, Thursday, June 29, 2023, at 11:00 a.m.

Via Microsoft Teams Meeting ID: 222 447 560 474

Passcode: iKmM5y

Join on your computer, mobile app or room device.

PROPOSAL DUE DATE and OPENING DATE:

Wednesday, July 26, Thursday, July 20, 2023, at 4:00 p.m. EST.

Via Microsoft Teams Meeting ID# Meeting ID: 274 226 490 813 Passcode: aJ5AsH

Join on your computer, mobile app or room device.

Proposals shall only be accepted online through the Bidnet Portal at:

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

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

Instructions to Proponents:

1. All communications regarding this solicitation must be with the Procurement Manager, Shakerah Hall, shhall@stonecrestga.gov.
2. All questions or requests for clarification must be sent via Bidnet under Message - Opportunity Q&A: <https://www.bidnetdirect.com/georgia/cityofstonecrest>. Questions are due no later than **Thursday, July 13, Thursday, July 6, 2023, at 4:00 p.m. EST.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnet website at and it is the Offeror's responsibility to <https://www.bidnetdirect.com/georgia/cityofstonecrest>, check the Bidnet portal for any addendum or other communications related to this solicitation.
4. The City of Stonecrest reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stonecrest.
5. The City of Stonecrest is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

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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
(Proposer 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 proposer. 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 _____

Print/Type Name _____

Print/Type Company Name Here _____

Email Address of Contact Person: _____

PROPOSAL CONDITIONS

1. Request for Proposal Submission Requirements

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

2. Preparation of Proposals

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

3. Category of Award

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

PROPOSAL CONDITIONS

4. City of Stonecrest Non-Discrimination

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

5. Business Enterprises

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

6. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements

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

7. Insurance

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

7.1 Statutory Workers' Compensation Insurance

7.1.1 Employers Liability:

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

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

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

7.2 Comprehensive General Liability Insurance

7.2.1 \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective.

7.2.2 Blanket Contractor's Protective.

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

7.2.4 Products/Completed Operations Insurance.

7.2.5 Broad Form Property Damage.

7.2.6 Personal Injury Coverage.

7.3 Automobile Liability

7.3.1 \$ 500,000 limit of liability.

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

7.4 Umbrella Liability Insurance

7.4.1 \$1,000,000 limit of liability.

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

7.5 Certificate of Insurance

PROPOSAL CONDITIONS

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

General Requirements and Qualifications

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

End of Proposal Conditions

REQUEST FOR PROPOSAL

1. INTRODUCTION, BACKGROUND, AND RFP PROCESS

1.1 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.

1.2 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

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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:

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)

2. 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.

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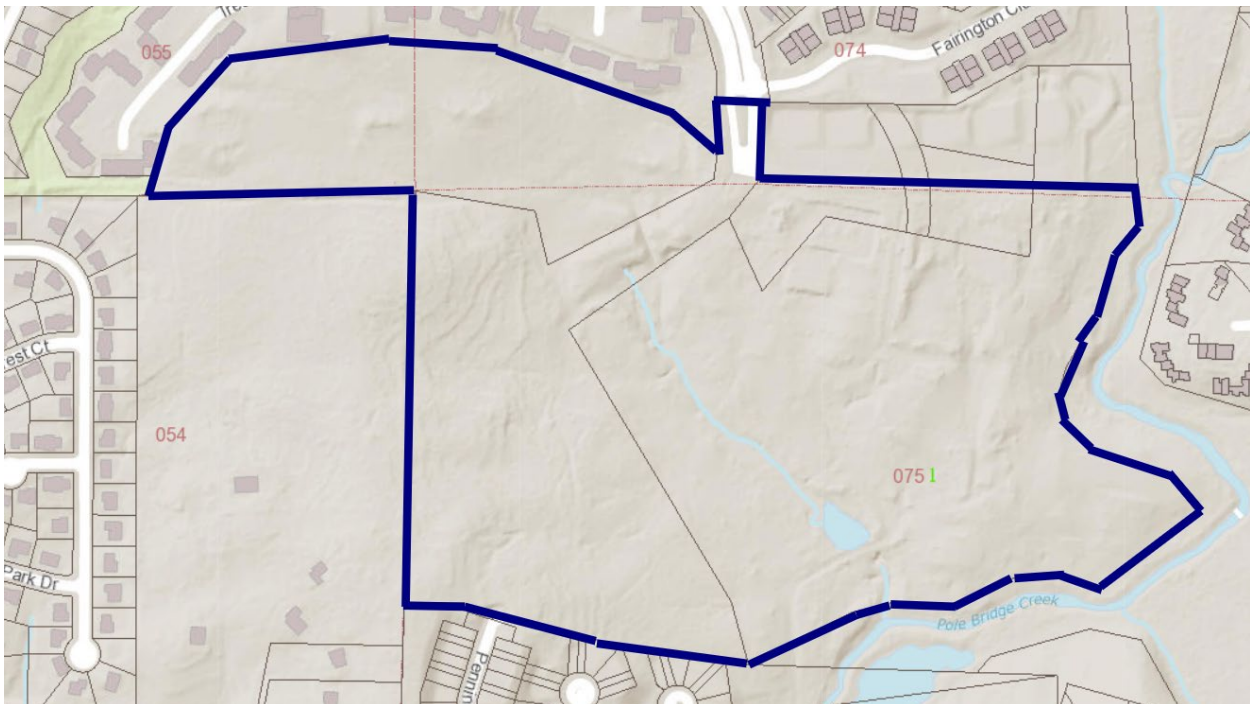
Task II – Civil Site Engineering Design

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:

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.



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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:

REQUEST FOR PROPOSAL

- 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.
- 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

REQUEST FOR PROPOSAL

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 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: 23-109, New Fairington Park and Botanical Garden Civil Design

Pre-bid Conference: Monday, July 10, 2023, at 11:00 a.m. EST.

Questions Due: Thursday, July 10, 2023, 4:00 p.m. EST

Proposal Due Date: Wednesday, July 26, 2023, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submission 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.

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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.

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 bidders 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

REQUEST FOR PROPOSAL

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: _____

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:

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 _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____



PROFESSIONAL SERVICES

AGREEMENT BETWEEN THE CITY OF STONECREST AND _____ FOR REQUEST FOR PROPOSAL NO. 23-109 New Fairington Park and Botanical Garden Civil Design.

This Agreement (the “Agreement”) is made this ___ day of _____, 2023, by and between _____ (hereinafter referred to as “Company”), and the City of Stonecrest, Georgia (“City”)

WITNESSETH:

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

WHEREAS, the City of Stonecrest seeking Proposals for the Sidewalk design; and

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

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

1. SERVICES

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

2. COMPENSATION

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

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

3. RELATIONSHIP OF PARTIES

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

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

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

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

4. CONTRACT PERIOD

The contract period for this contract shall be upon execution of this contract. The agreement shall remain valid through the end of the calendar year. Unless otherwise, terminated pursuant to the provisions herein, this agreement shall automatically renew at the end of the initial term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed 5 years, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term.

5. TERMINATION FOR CAUSE AND FOR CONVENIENCE

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

5.1 If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.

5.2 If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement.

5.3 If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

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

6. COMPENSATIVE IN EVENT OF TERMINATION

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall

Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

7. TERMINATION OF SERVICES AND RETURN OF PROPERTY

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

8. STADARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

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

9. CONFLICT OF INTEREST

Company warrants and represents that:

- 9.1** The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- 9.2** Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- 9.3** Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. PROPRIETARY INFORMATION

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information

of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. INSURANCE

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

12. ASSIGNMENT

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

13. NOTICES

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

If to the City:

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

With copies to

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

If to the Company:

14. GOVERNING LAW AND CONSENT TO JURISDICTION

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

15. WAIVER OF BREACH

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

16. SEVERABILITY

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

17. ENTIRE AGREEMENT

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

18. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Proponent's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Proponent is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Proponent's Proposal.

Pursuant to O.C.G.A. § 13-10-91 no Proponent or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Proponent or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Proponent, subcontractor, or sub-subcontractor of such Proponent or subcontractor, shall also be required to satisfy the requirements set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

STONECREST, GEORGIA

By: _____
Jazzmin Cobble
Mayor, City of Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FROM:

Fincher Denmark., City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Print Name _____

Print Title _____