



## CITY OF STONECREST, GEORGIA

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### CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038  
Monday, April 27, 2026 at 6:00 PM

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*Mayor Jazzmin Cobble*

*Mayor Pro Tem Tara Graves - District 1    Council Member Terry Fye - District 2*

*Council Member Alecia Washington - District 3    Council Member George Turner - District 4*

*Council Member Karmesha W. Smith - District 5*

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

- I. CALL TO ORDER:** Tara Graves, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- 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 - Work Session, March 9, 2026
  - b.** Approval of Meeting Minutes - City Council Meeting, March 23, 2026

#### **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](mailto: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 three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to those 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](mailto: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 upon your request.*

*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.*

**IX. CONSENT AGENDA**

**X. APPOINTMENTS & ANNOUNCEMENTS**

**XI. REPORTS & PRESENTATIONS**

- a. Moving Stonecrest Forward, *Mayor Pro Tem Tara Graves*
- b. Citizens Academy Graduation, *City Manager's Office*

**XII. OLD BUSINESS**

- a.** **For Decision** - Resolution for the 2026 Street Resurfacing Contract - *Hari Karikaran, City Engineer*
- b.** **For Decision** - Resolution for the Sidewalk Design Services Contract - *Hari Karikaran, City Engineer*

**XIII. NEW BUSINESS**

**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, 4) Cyber Security*

**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 WORK SESSION – MINUTES**

**3120 Stonecrest Blvd., Stonecrest, GA 30038**

**Monday, March 09, 2026 at 6:00 PM**

*Mayor Jazzmin Cobble*

*Mayor Pro Tem Tara Graves - District 1    Council Member Terry Fye - District 2*

*Council Member Alecia Washington - District 3    Council Member George Turner - District 4*

*Council Member Karmesha W. Smith - District 5*

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

**I. CALL TO ORDER:** Tara Graves, Mayor Pro-Tem

The meeting began at 6:51pm.

**II. ROLL CALL:** Sonya Isom, City Clerk

All members were present.

**III. AGENDA DISCUSSION ITEMS**

There was a request for the following:

1. Remove item c.
2. Remove item h.
3. Add Resolution for Budget Amendment as item b.
4. Move City of Stonecrest 2022 Annual Audit to item c.

**Motion** – made by Councilmember Terry Fye to approve the agenda with the stated amendments. Second by Councilmember George Turner.

**Motion passed unanimously.**

**a. For Discussion - Finance Department Update - Keisha Franklin, Finance Director**

The discussion was led by Director. Franklin reviewing the city’s financial position as of February 2026. There was a review of the detailed budget to date as of February 2026, the YTD General Fund, YTD Expenditures, Insurance Premium Tax, Franchise Payments and Hotel Motel Funds. The Finance Department is currently reviewing the Municipal Court Revenue and expenditure lines that exceeded budget. There will be a reclass for the line item for small equipment and building improvements.

- b. For Discussion** - City of Stonecrest 2022 Annual Audit - *Tara Graves, Mayor Pro Tem & Tabb & Tabb, LLC*

This item was moved to item c.

**For Decision** – Resolution for Budget Amendment – *Keisha Franklin, Finance Director*

This resolution will amend the FY2026 Budget in the amount of 4,441,393.00.

The preamble was read by the City Attorney.

**Motion** – made by Councilmember Terry Fye to approve the Resolution for Budget Amendment. Second by Councilmember Alecia Washington.

**Motion passed unanimously.**

- c. For Discussion** - DeKalb County Schools - Student Assignment Project (SAP) - *Terry Fye, District 2 Councilmember & Thurman J. Green, III, DeKalb County School District*

This item was removed.

**For Discussion** - City of Stonecrest 2022 Annual Audit - *Tara Graves, Mayor Pro Tem & Tabb & Tabb, LLC*

This presentation was given by Lee Andrew Tabb, in charge of the engagement with the City of Stonecrest 2022 Audit, along with Elizabeth Wells of Tabb & Tabb. The presentation included the highlights of the 2022 financial statements, the reportable findings and recommendations and a letter to governance. There was an overview of the audit results with procedures and scope for audit strategy completion. The Independent Auditor's Opinion was shared stating that the audit was completed using the auditing standard and governmental auditing standards. There was a review of the city's assets, liabilities and net position as of December 31, 2022, totaling \$59,833,727. This amount includes \$30,004,750 in unrestricted funds. The capital assets for the city totaled \$23,79,902 by the end of December 31, 2022.

- d. For Decision** - IGA for Execution City of Lithonia Law Enforcement Services - *Tanisha Boynton, Procurement Manager*

**Motion** – made by Councilmember Karmesha Smith to defer this item to the March City Council Meeting, scheduled to take place March 26, 2026, for decision only. Second by Councilmember Alecia Washington.

**Motion passed 4-1 with Councilmember T. Fye voting Nay.**

- e. For Decision** - Construction Agreement and Easement for Electric Vehicle Charging Stations - *Michael McCoy, Deputy City Manager & Hari Karikaran, City Engineer*

**Motion** – made by Councilmember Terry Fye to approve the Construction Agreement and Easement for Electric Vehicle Charging Stations. Second by Councilmember Alecia Washington.

**Motion passed unanimously.**

- f. **For Discussion** - Request to Approve Safety Policy - *Reginald Powell, Facilities Operations Manager & Leona Durden, Director of Human Resources*
- g. **For Discussion** - Fleet Policy Amendment - *Reginald Powell, Facilities Operations Manager*
- h. **For Discussion** - NFL Grassroots Foundation Grant - *Keira Drane, Grants Administrator*

Item was removed.

#### IV. EXECUTIVE SESSION

*(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security*

**Motion** – made by Councilmember Terry Fye to enter into Executive Session for personnel, litigation, real estate and cyber security. Second by Councilmember George Turner.

**Motion passed unanimously.**

**Motion** – made by Councilmember George Turner to exit Executive Session and return to the regular scheduled meeting. Second by Councilmember Terry Fye.

**Motion passed unanimously.**

**Motion** – made by Councilmember Terry Fye to approve the meeting minutes from the Executive Session. Second by Councilmember George Turner.

**Motion passed unanimously.**

#### V. ADJOURNMENT

**Motion** – made by Councilmember Terry Fye to adjourn the meeting. Second by Councilmember Karmesha Smith.

**Motion passed unanimously.**

The meeting adjourned at 10:43pm.

#### Americans with Disabilities Act

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**CITY OF STONECREST, GEORGIA**

**CITY COUNCIL MEETING – MINUTES**

**3120 Stonecrest Blvd., Stonecrest, GA 30038**

**Monday, March 23, 2026 at 6:00 PM**

*Mayor Jazzmin Cobble*

*Mayor Pro Tem Tara Graves - District 1    Council Member Terry Fye - District 2*

*Council Member Alecia Washington - District 3    Council Member George Turner - District 4*

*Council Member Karmesha W. Smith - District 5*

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

**I. CALL TO ORDER:** Tara Graves, Mayor Pro-Tem

The meeting began at 6:31pm.

**II. ROLL CALL:** Sonya Isom, City Clerk

All members were present with Councilmember Smith later attending the meeting via zoom.

**III. INVOCATION:** Pastor Stacey Lewis, Faith Temple First Pentecostal Church

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

**V. APPROVAL OF THE AGENDA**

There was a request for the following:

1. Add – Recap of Tree Giveaway to Reports & Presentation as item *b*.
2. Remove – item *a* from Old Business
3. Add – Acceptance of the 2022 Financial Audit as item *a* in Old Business

**Motion** – made by Councilmember Terry Fye to approve the agenda with the stated amendments. Second by Councilmember George Turner.

**Motion passed 4-0 with Councilmember K. Smith being absent.**

**VI. REVIEW AND APPROVAL OF MINUTES**

- a. Approval of Meeting Minutes - Special Called Meeting, February 4, 2026

**Motion** – made by Councilmember George Turner to approve the Special Called Meeting Minutes from February 4, 2026. Second by Councilmember Terry Fye.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**b.** Approval of Meeting Minutes - Work Session, February 9, 2026

**Motion** – made by Councilmember George Turner to approve the Work Session Minutes from February 9, 2026. Second by Councilmember Alecia Washington.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**c.** Approval of Meeting Minutes - City Council Meeting, February 23, 2026

**Motion** – made by Councilmember Alecia Washington to approve the City Council Meeting Minutes from February 23, 2026. Second by Councilmember Terry Fye.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**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 three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to those established time limits.*

Faye Coffield – concerns on hogs affecting City of Stonecrest and asking council to consider a program to assist.

Chuck Cogliando – concerns on feral pigs.

Dave Marcus – concerns on feral hogs. Glad to hear about audits and council working together. Comments on ORR requesting audit letter. Would like to see list of city projects.

C.A. Nation – concerns on property being condemned. Requesting meeting with council members. Asking council to look at Covington Highway and Chupp Road due to the crime.

Renee Cail – continues to oppose Metro Green being in Stonecrest. Comments on data centers and the negative impact in neighborhoods, as well as high electricity.

Marty Garrison – concerns about Circle K on Covington Highway. He would like an ordinance to correct the problem.

Additional comment forms were received via email by the following:

- |                  |                    |                  |
|------------------|--------------------|------------------|
| Sonya Canon      | Hazel Hughes       | Hyacinth Morris  |
| Elena Cassie     | Elois Key          | Conrad Rogers    |
| Essie Crawford   | Adina Kight        | Reginia Sims     |
| Lakeysha Daniels | Sandra Lewis-Glass | Angela Stafford  |
| Valerie Francis  | Carolyn McCullom   | E. Walker        |
| Marquise Frazier | Bill Morgon        | Cleopatra Warren |

Councilmember George Turner gave a response to some of the public comments.

**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](mailto: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 upon your request.*

*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 - RZ 25-004 2374 Cove Lake Road - Shawanna Qawiy, Division Director Community Development**

The presentation was given by Director Qawiy stating this is a request for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential – 2) for a proposed townhome development. There was a review of the background, public participation, future land use map, zoning map, aerial map, location map, submitted conceptual rezoning plan, amended propose building evaluation, site photos, and staff recommendations with conditions as listed. Planning Commission recommended approval with conditions with 1 amended condition from DeKalb County application that the property should be rezoned to MR-2 for the max of 63 fee simple townhomes with a minimum of 22ft all to be rear entry via alley no more than 25ft wide with curb cut and gutters. This was the only amended condition of the 14 previously listed conditions of the DeKalb County application. Planning Commission made staff recommendations on one of the 17 listed conditions on the Stonecrest application, stating that the applicant shall install a fence with transitional buffers to separate the single-family homes from the townhomes, and the fencing shall be approved by staff before installation.

**Motion** – made by Councilmember George Turner to open public hearing for RZ 25-004 2374 Cove Lake Road. Second by Councilmember Terry Fye.

**Motion passed 4-0 with Councilmember K. Smith being absent.**

**In Favor:**

Michelle Battle of Battle Law, PC  
Jolita Green

**In Opposition:**

Michael Morgan  
Trudy Morgan  
Marty Garrison  
Alison Cook

**In Opposition/Received by Email:**

Francis Apau	Sandra Brown	Detrich Bush
Dolus Armour	Brittany Bush	Elena Cassie

Kelvin Banks	Jeremy Davis	Cheveta Paschal
Rudy Banks	Marquis Frazier	Christopher Pascal
Alison Cook	Wilma Ifill	William and Sandra Stewart
Elsie Crawford	Donald Johnson	Ashley Walker
Beverly Davis	Leroy Johnson	

Dora Clark	Nova Johnson	Jeanette Parks	Ernesta Snyder
Lakeisha Daniels	Octavia Johnson	Jonathan Parks	Christine Stinson
Amber Dukes	Sylvester Johnson	Rodica Rebencive	Rufus Stinson
Arnice Dukes	Elois Key	Annette Roberson	Daryl Todd
Valerie Francis	Adina Kight	Conrad Rogers	Nicole Valcarcel
Marty Garrison	Yvonne Mason	Doris Savage	Cleopatra Warren
Mya Garrison	Michael Morgan	Romedie Seymore	Ashley Walker
Hazel Huges	Trudy Morgan	Regina Sims	Tracy Williams
Brittney Johnson	William Morgan	Aaron Smoot	
Deborah Johnson	Onome Oyakhire	Dennis Snipes	

**Motion** – made by Councilmember Terry Fye to extend the public hearing for an additional 2 minutes for each side. Second by Councilmember Alecia Washington.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

There were additional comments from Michelle Battle, including an ask for an increase for an 8-foot fence and new signage for both subdivisions.

Based on the 15 conditions, staff recommend approval. It was stated that citizens want quality growth. Mayor Cobble noted that council and staff have some restrictions on what they can and cannot request.

**Motion** – made by Councilmember Terry Fye to close public hearing for RZ 25-004 2374 Cove Lake Road. Second by Councilmember George Turner.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

- b. For Decision** - Ordinance for RZ 25-004 2374 Cove Lake Road - *Shawanna Qawiy, Division Director Community Development*

**Motion** – made by Councilmember Terry Fye to amend 1 condition with each townhome 22 feet wide instead of 25 feet.  
**Motion withdrawn.**

The preamble was read by the City Clerk.

**Motion** – made by Councilmember Terry Fye to approve the ordinance for RZ 25-004 2374 Cove Lake Road with the stated conditions.  
 Second by Councilmember George Turner.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**IX. CONSENT AGENDA**

**X. APPOINTMENTS & ANNOUNCEMENTS**

## XI. REPORTS & PRESENTATIONS

Comments by Councilmember George Turner, stating the family of Mrs. Pearl Hollis, a former member of Stonecrest's Planning Commission, were presented with a proclamation in honor of her life and service, proclaiming March 20, 2026, as Pearl Hollis Day in the City of Stonecrest.

**a. Proclamation** - Family of Dr. Thomas Coleman, *Mayor Jazzmin Cobble*

A proclamation was presented by Mayor Jazzmin Cobble to the family of Dr. Thomas Coleman, a longtime resident of Stonecrest, who served the community for many years, helping set up the Housing Authority. There were comments from Dr. Coleman's daughter, stating Dr. Coleman was very proud of Mayor Cobble and the City of Stonecrest.

**b. Presentation** - Recap of the Tree Giveaway – *Mayor Jazzmin Cobble*

Mayor Jazzmin Cobble gave a recap on the tree giveaway. State Representative Regina Lewis-Ward who championed this event to increase tree canopies in areas of Stonecrest and Stockbridge, also gave comments and thanked all who participated. Roy Matthews, City Arborist, was recognized and presented with an award for spear heading the project.

## XII. OLD BUSINESS

**a. For Decision** - Resolution for the Matrix Fee Schedule - *Shawanna Qawiy, Division Director Community Development*

This item was removed from the agenda.

**For Decision** – Acceptance of the 2022 Financial Audit – *Keisha Franklin, Finance Director*

This presentation was given by Director Franklin stating the council was presented with a draft of the 2022 Audit on March 9, 2026, and this is a request to accept the 2022 Financial Audit.

**Motion** – made by Councilmember Terry Fye to accept the 2022 Financial Audit. Second by Councilmember George Turner.

**Motion passed unanimously.**

**b. For Decision** - Ordinance for SLUP 25-007 1695 Spring Hill Cove - *Shawanna Qawiy, Divisions Director Community Development*

There were comments from Director Qawiy stating the applicant has requested a 60-day deferral to continue gathering information requested by staff.

**Motion** – made by Mayor Pro Tem Tara Graves to approve the deferral of the Ordinance for SLUP 25-007 1695 Spring Hill Cove, for 60 days and decision only. Second by Councilmember Terry Fye.

**Motion passed unanimously.**

- c. **For Decision** - Request to Approve Safety Policy - *Reginald Powell, Facilities Operations Manager & Leona Durden, Director of Human Resources*

This presentation was given by Director Durden and Reginald Powell, stating that amendments made to the safety policy are to ensure the safety of the city and city staff. There was a review of the policy, amendments and recommendations, stating there is a recommendation to change the signature line to mayor only. There were also changes made to page 3, 4, 5, 6 & 8. This document is a hybrid between policy and procedure. Safety meetings will be in place and a person on the safety committee will be designated for record keeping. There will be added amendments to Emergency Management, SOP and IT Policies.

**Motion** – made by Councilmember George Turner to approve the Safety Policy. Second made by Councilmember Alecia Washington.

**Motion passed unanimously.**

- d. **For Decision** - Fleet Policy Amendment - *Reginald Powell, Facilities Operations Manager*

Presentation by Reginald Powell giving updates on questions from council during a previous meeting and stating there was a request to add mandatory seat belt usage, section 12.0, to the fleet policy for staff while in their personal vehicles. GMA made a recommendation to include the verbiage in our fleet policy being that the State of Georgia has a seat belt policy in place.

**Motion** – made by Councilmember Terry Fye to approve the Fleet Policy Amendment. Second by Councilmember George Turner.

**Motion passed 4-0 with Councilmember K. Smith being absent.**

- e. **For Decision** - Ordinance to Amend Section 2-180 - Execution of Checks or Financial Instruments, 2nd Read - *Tara Graves, Mayor Pro Tem and Alicia Thompson, City Attorney*

This is a request to add the Deputy Finance Director as a signer on city bank accounts. Attorney Thompson stated the role was added to expand the list, which currently consists of five signers.

The preamble was read by the City Clerk.

**Motion** – made by Councilmember Terry Fye to approve the Ordinance to Amend Section 2-180 – Execution of Checks or Financial Instruments, 2<sup>nd</sup> Read. Second by Councilmember George Turner.

**Motion passed 4-0 with Councilmember K. Smith being absent.**

- f. **For Decision** - IGA for Execution, City of Lithonia Law Enforcement Services - *Tanisha Boynton, Procurement Manager*

Presentation by Tanisha Boynton stating she is present to answer any questions on this item. Amendments as listed in the packet were read by Attorney Thompson. There were comments and concerns shared by Mayor Cobble, Chief DeJarnette, City of Lithonia and Mayor Barron with DeKalb County.

**Motion** – made by Councilmember Terry Fye to approve the amended version of the IGA for Execution, City of Lithonia Law Enforcement Services. Second by Councilmember George Turner.

**Motion withdrawn.**

There was an update to the definition of Executive Protection Services for Mayor and City Council. There was a definition added for non-basic services and a request not to extend the term for more than a year for council review and possible renewal. The title for the Stonecrest special vehicle must be transferred back to the City of Stonecrest from the City of Lithonia upon execution.

**Motion** – made by Councilmember Alecia Washington to deny the amended version of the IGA for Execution, City of Lithonia Law Enforcement Services. Second by Mayor Pro Tem Tara Graves.

**Motion failed 2-3 with Mayor Cobble breaking the tie voting Nay and Councilmember K. Smith being absent.**

**Motion** – made by Councilmember George Turner to approve the amended version of the IGA for Execution, City of Lithonia Law Enforcement Services. Second by Councilmember Terry Fye.

**Motion passed 3-2 with Mayor Cobble breaking the tie voting Yay and Councilmember K. Smith being absent.**

**XIII. NEW BUSINESS**

- a. **For Decision** - Resolution Ratifying Security Services - *Tanisha Boynton, Procurement Manager*

The presentation was led by Tanisha Boynton and Attorney Thompson, stating the resolution is for ratifying terms, keeping the city from any risks and filling in the gap when the contract expires. It will ensure that the time period the contract with Lithonia expired, December 31, 2025 – present day, will be ratified for providing services and keeping the city protected.

The preamble was read by the City Attorney.

**Motion** – made by Councilmember Terry Fye to approve the Resolution Ratifying Security Services with the stated amendments. Second by Councilmember George Turner.

**Motion passed 3-1 with Mayor Pro Tem T. Graves voting Nay and Councilmember K. Smith being absent.**

- b. **For Discussion** - City Manager Update - *Tara Graves, Mayor Pro Tem & Terry Fye, District 2 Councilmember*

Presentation by Councilmember Fye giving an update on the search for a City Manager. There have already been over 40 applicants to apply with 17 tier 1 applicants. The application process closed on March 20, 2026. The city has reached day 74 with the position being vacant, quickly approaching the 90-day limit.

An email that was shared with council, in regard to updates, was read. He is requesting that council extend the vacancy for 19 days past the current deadline, allowing the city to interview each applicant properly. It was stated there will be a need for a Special Called Meeting.

**XIV. CITY ATTORNEY COMMENTS**

No comments.

**XV. CITY MANAGER UPDATE**

No comments.

**XVI. MAYOR AND COUNCIL COMMENTS**

**District 1 – Tara Graves** – No comments.

**District 2 – Terry Fye** – Please join us Thursday March 26, 2026, 6pm at Lithonia High School for DeKalb County SAT updates.

**District 3 – Alecia Washington** – Reminder that on Saturday, March 28, 2026, Districts 1 & 3 will have a combined townhall. A hazardous waste bin will also be on site at City Hall during that time. Let’s celebrate all women for Women History Month.

**District 4 – George Turner** – District 4 Townhall will take place on Thursday, March 26, 2026, 7pm at the Browns Mill Recreation Center. We are glad to welcome all districts’ citizens who are interested in a discussion about the hogs in the city.

**District 5 – Karmesha Washington Smith** – Not present at this time.

**Mayor Cobble** - The State of School District Address will take place on March 25, 2026, from 11am – 1pm at Cedar Grove High School. If you can, please attend to show support for your school district. If you can make it, remember the 2<sup>nd</sup> round of the SAP presentations at Lithonia on Thursday, March 26, 2026.

**XVII. EXECUTIVE SESSION**

*(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security*

**Motion** – made by Councilmember Terry Fye to enter executive session for personnel, litigation, real estate and cyber security. Second by Councilmember Alecia Washington.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**Motion** – made by Councilmember Terry Fye to exit executive session and return to the regular scheduled meeting. Second by Councilmember George Turner.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

**Motion** – made by Councilmember Terry Fye to approve the meeting minutes from executive session. Second by Councilmember George Turner.  
**Motion passed 4-0 with Councilmember K. Smith being absent.**

## XVIII. ADJOURNMENT

**Motion** – made by Councilmember Terry Fye to adjourn the meeting. Second by Councilmember Alecia Washington.

**Motion passed 4-0 with Councilmember K. Smith being absent.**

The meeting ended at 10:54pm.

### Americans with Disabilities Act

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## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Resolution for the 2026 Street Resurfacing Contract**

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**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

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**Previously Heard Date(s):** 04/03/2026 & [Click or tap here to enter text.](#)

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

**Current Council Meeting:** Monday, April 27, 2026

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**SUBMITTED BY:** Hari Karikaran, PE, City Engineer

**PRESENTER:** Hari Karikaran, City Engineer

**PURPOSE:** Approval for a Resolution for 2026 Street Resurfacing Contract

**FACTS:** 2026 Street Resurfacing Contract was approved by the Council on April 3, 2026. Contractor and the Mayor has already signed the Contract. City Attorney states that this contract requires a Resolution.

**OPTIONS:** Table, Deny, Approve, Approve with Modifications [Click or tap here to enter text.](#)

**RECOMMENDED ACTION:** Recommends approval of a Resolution for the previously approved Contract with DCBC, LLC. for 2026 Annual Street Resurfacing for the amount of \$3,040,580.98.

**ATTACHMENTS:**

- (1) Attachment 1 - 2026 Street Resurfacing Resolution
- (2) Attachment 2 - DCBC, LLC Agreement
- (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.](#)

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**CITY OF STONECREST**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA AUTHORIZING THE EXECUTION OF THE 2026 STREET RESURFACING PROJECT CONTRACT WITH DCBC, LLC FOR AN AMOUNT NOT TO EXCEED THREE MILLION FORTY THOUSAND FIVE HUNDERED AND EIGHTY HUNDRED DOLLARS AND 98/100 CENTS (\$3,040,580.98); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

**WHEREAS**, the City wishes to enter into a contract with DCBC, LLC (the "Contractor"), a corporation created and existing under the laws of the State of Georgia for the resurfacing of certain municipal streets within the City of Stonecrest (“Contract”); and

**WHEREAS**, the Contract shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions; and

**WHEREAS**, any contract for work on all or part of the municipal road system shall be in writing and be approved by resolution which shall be entered on the minutes of such municipality pursuant to O.C.G.A. § 32-4-111; and

23           **WHEREAS**, pursuant to O.C.G.A. § 32-4-118 where a contract has been let for bid, a  
24 municipality, by resolution entered in its minutes, shall award the contract to the lowest dependable  
25 bidder; and

26           **WHEREAS**, the City advertised for the 2026 Street Resurfacing Project; and

27           **WHEREAS**, following a review and evaluation of the proposals submitted in response to  
28 the solicitation, DCBC, LLC was determined to be one of the most responsive and responsible  
29 offerors; and

30           **WHEREAS**, the City and the Contractor hereby agree the Contractor will be responsible  
31 for the resurfacing of certain municipal streets within the City ("Project"); and

32           **WHEREAS**, the total cost of the Project shall not exceed THREE MILLION FORTY  
33 THOUSAND FIVE HUNDERED AND EIGHTY HUNDRED DOLLARS AND 98/100 CENTS  
34 (\$3,040,580.98); and

35           **WHEREAS**, The Contractor shall perform and complete its duties under the Contract.

36 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST,**  
37 **GEORGIA, HEREBY RESOLVES**, that the Mayor, on behalf of the City, is hereby authorized  
38 to execute the contract attached hereto as Exhibit A with DCBC, LLC resurfacing of certain  
39 municipal streets within the City of Stonecrest.

40 **BE IT FURTHER RESOLVED**, that the cost of the work shall not exceed THREE MILLION  
41 FORTY THOUSAND FIVE HUNDERED AND EIGHTY HUNDRED DOLLARS AND 98/100  
42 CENTS (\$3,040,580.98).

43 **BE IT FURTHER RESOLVED**, that the City Attorney or his designee is directed to negotiate,  
44 prepare, and/or review the contract attached in Exhibit A, to affect the intent of this resolution  
45 provided that such agreement is in compliance with the conditions set forth herein.

46 **BE IT FURTHER RESOLVED**, that the agreement will not become binding upon the City and  
47 the City will incur no obligation or liability under it until it has been executed by the Mayor,  
48 attested to by the City Clerk and approved by the City Attorney as to form.

49 **BE IT FURTHER RESOLVED**, to the extent any portion of this Resolution is declared to be  
50 invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this  
51 Resolution.

52 **BE IT FURTHER RESOLVED**, all City resolutions are hereby repealed to the extent they are  
53 inconsistent with this Resolution.

54 **BE IT FINALLY RESOLVED**, this Resolution shall take effect immediately.

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56 **RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
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**CITY OF STONECREST, GEORGIA**

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**Jazzmin Cobble, Mayor**

**ATTEST:**

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**City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

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**EXHIBIT A**

**THE CITY OF STONECREST, GEORGIA**  
**CONTRACT FOR 2026 STREET RESURFACING PROJECT**

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

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**CONTRACT FOR 2026 STREET RESURFACING PROJECT  
AND INCORPORATED GENERAL CONDITIONS**

This Agreement is made by and between the **CITY OF STONECREST, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and **DCBC, LLC**, a corporation created and existing under the laws of the State of Georgia (the "Contractor"), under seal for the resurfacing of certain municipal streets within the City of Stonecrest (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor hereby agree as follows:

**ARTICLE I**  
**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2 The Contract Documents**

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

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

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

**1.3 Entire Agreement**

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, Contract Documents, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

#### **1.4 No Privity with Others**

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

#### **1.5 Intent and Interpretation**

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

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

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

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

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

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION

OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.6 Ownership of Contract Documents**

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

## **1.7 Hierarchy of Contract Documents**

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and the specifications, the requirements of the Contract for Construction shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Engineer in writing by the Contractor.

## **ARTICLE II** **THE WORK**

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

**2.2** The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows: See **Exhibit A**, which is attached hereto and is incorporated herein by reference.

### **ARTICLE III** **CONTRACT TIME**

#### **3.1 Contract Term**

3.1.1 This Agreement shall commence on the effective date of this Agreement and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, unless renewed pursuant to Paragraph 12.3.

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

3.2.1 The Contractor shall commence the Work under this Agreement on the date established by a written Notice to Proceed given by the Owner to the Contractor fixing the date on which the Contract time will commence to run. The Contractor shall achieve Substantial Completion of the Work within One Hundred and Eighty (180) calendar days from receipt of the Notice to Proceed (NTP) and Purchase Order (PO), unless another date is provided within the written Notice to Proceed. The number of consecutive calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.2.2 The Contractor shall pay the Owner the sum of two hundred and fifty (\$250.00) per day for each and every business day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

#### **3.3 Substantial Completion**

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose.

Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial completion.

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

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

## **ARTICLE IV** **CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely and full performance of its obligations hereunder, the total lump sum amount set forth in Paragraph 4.1.2. The lump sum amount set forth in Paragraph 4.1.2 shall not be modified except by Change Order(s) as provided in this Agreement.

4.1.2 The total lump sum amount to be paid by the Owner to the Contractor for the Contractor's limitedly and full performance of its obligations under the Agreement shall not exceed THREE MILLION FORTY THOUSAND FIVE HUNDERED AND EIGHTY HUNDRED DOLLARS AND 98/100 CENTS (\$3,040,580.98). See **Exhibit B** (Cost Proposal) attached hereto and incorporated by reference herein.

## **ARTICLE V** **PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**

5.1.1 For all portions of this Agreement not payable in unit values, within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the Owner.

### **5.2 Payment Procedure**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 *Progress Payments* -- Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the Owner by the Engineer, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 1st day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 30th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the Owner or the Engineer may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from the Owner. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with Articles 4 and 5 of this Agreement, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the Owner the amount properly owing to the Contractor.

5.2.4 The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow. PROVIDED, HOWEVER, that when fifty (50) percent of the contract value, including change orders and other additions to the contract value, provided for by the Contract Documents is due, and the manner of completion of the contract Work and its progress are reasonably satisfactory to the Owner, the Owner shall withhold no more retainage. At the discretion of the Owner, and with the approval of the Contractor, the retainage of any subcontractor may be released separately as the subcontractor completes its work. If, however, after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the Contractor and subcontractors shall be entitled to resume withholding

retainage accordingly. The rights of the Owner set forth herein to retainage are in addition to all of the other rights and remedies of the Owner set forth in this Agreement.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 Withheld Payment**

5.3.1 To the extent permitted by Georgia law, the Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;

- (g) damage to the Owner or third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

#### **5.4 Unexcused Failure to Pay**

5.4.1 If within forty-five (45) days after the date established herein for payment to the contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may, after seven (7) additional days' written notice to the Owner and Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner has been received. Any payment not made within forty-five (45) days after the date due shall bear interest at the rate of three percent (3%) per annum.

#### **5.5 Substantial Completion**

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer and Owner notice that it believes the project has been completed. The Engineer shall then cause the project to be inspected and provide the Contractor with either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. When the Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance of the responsibilities assigned to it in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payment to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

#### **5.6 Completion and Final Payment**

5.6.1 When all of the Work is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and all Contract Documents, and this Contract has been fully

performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer and Owner all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 The Owner and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth

in the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et al.*, and the provisions of said Act are herein waived.

**ARTICLE VI**  
**THE OWNER**

**6.1 Information, Services and Things Required from Owner**

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability, therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work (if applicable). The Contractor will be charged, and shall pay the Owner, Fifty Dollars (\$50.00) per additional set of Contract Documents which it may require.

**6.2 Right to Stop Work**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

**6.3 Owner's Right to Perform Work**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting of the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby,

if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due to the Owner, the Contractor shall pay the difference to the Owner.

## **ARTICLE VII** **THE CONTRACTOR**

### **7.1 The Contractor**

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

### **7.2 Compliance with Contract**

7.2.1 The Contractor shall perform the work strictly in accordance with this Contract.

### **7.3 Reasonable Care and Skill**

7.3.1 The Contractor shall supervise and direct the Work and warrants that it will perform all services or Work using reasonable care and skill and in workmanlike manner consistent with industry standards. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

### **7.4 Warranty**

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.4.2 The standard of care applicable to the Contractor's services shall be the standard of skill and diligence normally employed by businesses performing the same or similar services at the time the Contractor's services are performed. For a twelve (12) month period commencing with the completion of the Work, the Contractor shall re-perform, solely at its own cost and without additional compensation due from the Owner, any services not meeting this standard. The Contractor further warrants that any service it undertakes in the

performance of the Work will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

**7.5 Permits**

7.5.1 The Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

**7.6 Supervision**

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor’s authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

<u>Name</u>	<u>Function</u>
<u>Krishna Bhanderi</u>	<u>Project Manager</u>
<u>Jenil Gajera</u>	<u>Construction Technology Analyst</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

**7.7 Schedules**

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information the Contractor’s schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Engineer a separate shop drawing and submittal schedule detailing the schedule for

the submission to the Engineer of all shop drawings (if applicable) submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Engineer may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

## **7.8 Required Documents at the Site**

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and the Engineer the approved Shop Drawings (if applicable), Product Data, Samples, and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

## **7.9 Shop Drawings, Product Data and Samples**

7.9.1 Shop Drawings (if applicable), Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings (if applicable), Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

## **7.10 Cleaning the Site and the Project**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

## **7.11 Access to Work**

7.11.1 The Owner and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

## **7.12 Indemnity**

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, officers, employees, agents and representatives from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 For any claim against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

## **7.13 Means, Methods, Techniques, Sequences, Procedures and Safety**

7.13.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the work required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release or discharge the Engineer from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract with the Owner, or as provided by law.

## **7.14 Separate Contracts**

7.14.1 The Owner reserves the right to perform work on the premises with its own forces or by the use of other Contractors. In such event, the Contractor shall fully cooperate with the Owner and such other Contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the Owner or other Contractors.

## **ARTICLE VIII**

## CONTRACT ADMINISTRATION

### **8.1 Engineer's Administration**

8.2.1 The Engineer, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the Owner's representative from the effective date of this Contract until final payment has been made. The Engineer shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2.10 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ENGINEER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ENGINEER TO THE OWNER.

### **8.3 Claims by the Contractor**

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Engineer, and the Contractor.

8.3.3 *Claims for Concealed and Unknown Conditions* -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 *Claims for Additional Costs* -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.3.5 *Claims for Additional Time* -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by Changes Ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

#### **8.4 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated**

8.4.1 Pursuant to the provisions of subparagraph 8.3.5 of this Contract, the contract time may be extended upon written notice and claim of the Contractor to the Owner and the Engineer as set forth in such subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

8.4.2 In addition to the notice requirements set forth in the aforesaid subparagraph 8.3.5, the Contractor agrees that it shall provide written notice to the Owner and the Engineer on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Engineer is a condition precedent to the submission of any claim for an extension of time as provided by subparagraph 8.3.5. Furthermore, as required by subparagraph 8.3.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Engineer may be required. To the extent that any of the terms and conditions set forth in this paragraph are in

conflict with any of the terms and conditions of subparagraph 8.3.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

## **ARTICLE IX** **SUBCONTRACTORS**

### **9.1 Definition**

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

### **9.2 Award of Subcontracts**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All Subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below.

## **ARTICLE X** **CHANGES IN THE WORK**

### **10.1 Changes Permitted**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Task/Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

### **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and Engineer, issued after execution of this Contract, authorizing, and directing a change in the

Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

### **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in the Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or Engineer requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In the event the Contractor performs the Work required by Change Order with its own forces, and not the forces of a Subcontractor, the overhead and profit due the Contractor for such work shall be twenty (20) percent. In the event the Change Order Work is performed by one or more Subcontractors, the Contractor's overhead and profit shall be seven and one-half (7-½) percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

#### **10.4 Effect of Executed Change Order**

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor by executing the Change Order waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

#### **10.5 Notice to Surety; Consent**

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE XI** **UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection, and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Owner as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for any outside contracted services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

### **11.3 Owner May Accept Defective or Nonconforming Work**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE XII** **CONTRACT TERMINATION**

### **12.1 Termination by the Contractor**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Engineer, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the

Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

## **12.2 Termination by the Owner**

### *12.2.1 For Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

### 12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within six (6) months from the effective date of the termination, the Owner shall pay the Contractor, an amount derived in accordance with sub-paragraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent Agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services provided under this Contract;
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's

performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the number of payments otherwise made, and shall in no event include duplication of payment.

#### 12.2.2 *For Cause*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority that has jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

### **12.3 Renewal**

12.3.1 Pursuant to O.C.G.A. § 36-60-13, this Agreement shall commence on the effective date of this Agreement and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined in subsection 12.2.3.2 below.

12.3.2 The Owner shall determine no less than forty-five (45) days prior to the end of the calendar year in which the Agreement was executed whether or not said contract shall be renewed for the following calendar year. Such determination shall be made at the sole discretion of the Owner and may depend on factors such as budgeted funding for the following calendar year, performance of the Contractor under the Agreement during the current calendar year, or any other such factors the Owner may choose to consider. The Owner shall notify the Contractor in writing of the Owner's decision to either renew or not renew this Agreement no less than thirty (30) calendar days before the end of the current calendar year.

12.3.3 Notwithstanding anything contained in subsection 12.2.3.2 above, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Owner under the Agreement.

12.3.4 This Agreement is not deemed to create a debt of the Owner for the payment of any sum beyond the calendar year of execution or, in the event of renewal, beyond each calendar year of renewal.

### **ARTICLE XIII** **OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

**13.1** The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

**13.2** In the event the Owner directs a suspension of performance under Paragraph 13.1 through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of;

- (i) demobilization and remobilization, including such costs paid to Subcontractors;
- (ii) preserving and protecting work in place;

- (iii) storage of materials or equipment purchased for the Project, including insurance thereon;
- (iv) performing in a later, or during a longer time frame than contemplated by this Contract.

**ARTICLE XIV**  
**INSURANCE**

**14.1 Insurance**

14.1.1 The Contractor will provide minimum insurance coverage and limits as per the following:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended.

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Commercial General Liability	\$ 1,000,000
(CGL): Each Occurrence Limit	
Personal & Advertising Injury	\$ 1,000,000
Limit	
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops.	\$ 2,000,000
Aggregate Limit	
Umbrella Liability	\$2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

**Professional Liability Insurance (Errors and Omissions):**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

**Business Automobile Liability:**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

**Workers' Compensation and Employer's Liability:**

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation

insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

**Contractors Pollution Liability Coverage:**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

**Property Coverage (Builder's Risk)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

14.1.2 The Contractor will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) day notice to the Owner in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Owner, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

**ARTICLE XV**  
**MISCELLANEOUS**

**15.1 Governing Law**

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

15.2.1 The Owner and the Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

### **15.3 Interpretation**

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

### **15.4 Severability**

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

### **15.5 Amendment and Waiver**

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

### **15.6 Notice**

15.6.1 Notices. Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the Party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified below, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

**If to the Owner/City:**  
City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email:

With copies to:  
City Attorney  
Denmark Ashby Matricardi  
100 Hartsfield Centre Pkwy.  
Ste. 400  
Atlanta, Georgia 30354  
[wdenmark@dam.law](mailto:wdenmark@dam.law)

**If to the Contractor:**  
DCBC, LLC  
255 Gateway Dr., Suite 300  
Bethlehem, Georgia 30620  
Email: [bids@dcblc.net](mailto:bids@dcblc.net)

**If to the Engineer:**  
City Engineer  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [Hkarikaran@stonecrestga.gov](mailto:Hkarikaran@stonecrestga.gov)

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

15.7.1 Time is of the essence for this Contract, the Contract Documents, and all supporting documents.

## **15.8 Participation in Federal Work Authorization Program**

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

## **15.9 Counterparts**

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

## **15.10 Captions**

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

## **15.11 Surety**

15.11.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased automatically by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and Owner's legal counsel and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

## **15.12 Interpretation**

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

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

**CITY OF STONECREST, GEORGIA**

**DCBC, LLC**

By: \_\_\_\_\_  
(Signature)

By: Krishna \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Krishna Bhanderi, President  
\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date of Execution)

03/16/2026  
\_\_\_\_\_  
(Date of Execution)

Attest: \_\_\_\_\_  
(SEAL)

Attest: Hetal \_\_\_\_\_  
(SEAL)



**EXHIBIT A**  
**SCOPE OF WORK**

1. **PURPOSE:**

The City of Stonecrest (City) is seeking qualified and experienced bidders to respond to a fixed (one-time) project for street resurfacing services and resurfacing of three existing parking lots at three Parks within City limits. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid (CITB).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the Attachment “B” - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation.

2. **BACKGROUND:**

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 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.

The City intends on resurfacing 57,550 ft of roadways (approximately 21.8 lane miles) of roadways located on various streets within the City. In addition, City intends to resurface existing parking lots at three City owned Parks. This project is a continuation of a multi-year effort to improve road surfaces within the City.

3. **CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:**

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at [hkarikaran@stonecrestga.gov](mailto:hkarikaran@stonecrestga.gov) or (770) 224-0200. The Contractor will work with the Contract Administrator to complete this project.

**Note:** The City will provide a Construction Engineering and Inspection (CEI) Consultant to inspect the work and provide materials testing.

4. **GOVERNING REGULATIONS:**

The Contractor shall perform services requested herein in accordance with all State, Federal, Local, and City rules, regulations, policies, procedures and requirements herein but not limited to:

1. Georgia Department of Transportation (GDOT) Standard Specifications Construction of Transportation Systems, as amended;
2. Georgia Department of Transportation (GDOT) Section 150 - Traffic Control, as amended;
3. Georgia Department of Transportation (GDOT) Section 400 – Hot Mix Asphaltic Concrete Construction, as amended;
4. Georgia Department of Transportation (GDOT) Section 611 – Relaying, Reconstruction or Adjusting to Grade of Miscellaneous Roadway Structures; as amended;
5. Georgia Department of Transportation (GDOT) Section 660 – Sanitary Sewers; as amended;
6. Georgia Department of Transportation (GDOT) Section 828 – Hot Mix Asphaltic Concrete

Mixtures, as amended;

7. Georgia Department of Transportation (GDOT) Design Policy Manual;
8. City of Stonecrest ordinances and regulations;
9. OSHA standards and guidelines; and
10. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

**Note:** Failure to follow governing regulations may lead to project delays and stoppage of work as deemed necessary by the Contract Administrator / Designee. Traffic control and erosion control work will stay enforced until matters have been resolved and deemed acceptable to the City.

5. PROJECT LOCATION'S: (See Attachment "C" – 2026 Street Resurfacing Street List)

The project is located on various roadways within the City. The complete list of street segments to be resurfaced is included in Attachment C. See Attachment "C" – 2026 Street Resurfacing Street List. Also provided are the maps for areas that are to be resurfaced at three Parks.

6. PROJECT MEETINGS:

After the contract is awarded and prior to commencement of any work, a pre-construction conference will be held between the Contractor, City representative, and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be established during this meeting.

6.1 At the pre-construction conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

6.2 At the pre-construction conference, the Contractor shall furnish in writing to the City's Contract Administrator the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.

6.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.

6.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Contract Administrator / Designee and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

8. PROJECT DURATION:

The Contractor shall complete all services no less than **One Hundred and Eighty (180)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. At a minimum, the selected DBF must adhere to the following schedule as set by the City:

8.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.

8.2 Preliminary Project Schedule:

Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic), procurement of materials, scheduling of equipment, construction, phases of each work site, estimated start and completion dates of the various project activities.

8.3 The Work shall be Substantially Completed within **150** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **180** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. WORK TO BE PERFORMED:

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. The Contractor shall patch, mill, level, repair, resurface, and re-strip various roadways located within the City. The roadways are identified in *Attachment "C"* – Project Location Map and Street's List.

9.1 Surface Preparation and Assessment:

Prior to the commencement of any work, the existing surfaces at each location shall be assessed by the Contractor. The preparation and assessment of the roadways shall consist of but not limited to the following:

9.1.1 Cracks, potholes, and other types of pavement distress shall be identified in consultation with the City's representative.

9.1.2 Localized areas of pavement failure shall be flagged for specialized patching which may involve more extensive asphalt removal and possible replacement of existing road base with crushed aggregate base material.

9.1.3 Curbs and gutters may be damaged and require repairs. The Contractor shall provide an assessment for each location.

9.1.4 The existing pavement shall be cleaned by the removal of debris, grass, weeds, and any other items which may hinder work progress.

9.1.5 Existing manhole covers are to be identified and marked. Care shall be taken to avoid damage

to these structures.

9.1.6 Manhole rinds shall be raised or lowered as necessary.

9.1.7 The Contractor shall remove all speed bumps/humps from the roadway no sooner than five (5) working days prior to resurfacing the roadways as a part of the milling process.

9.2 Standard Order of Operations:

The standard order of operations for resurfacing shall be as follows:

- Milling
- Patching
- Leveling
- Resurfacing
- Thermoplastic Striping
- Raised Pavement Markers (where applicable)

9.3 Measurements:

Prior to ordering materials or commencement of any work, the Contractor shall verify all dimensions and quantities for each location in which work is to be performed. The Contractor shall notify the City of any discrepancies in the measurements provided herein. The Contractor shall provide the adjusted measurements to the Contract Administrator / Designee for review and approval prior to ordering materials and commencement of any work.

9.4 Driveways:

The Contractor shall preserve the original height of driveways entrances after paving operations are complete, and to ensure consistency and avoid any unintended changes to the driveway elevation.

9.5 Underground Construction Work:

All underground construction work shall be paved and covered with steel plates during rush hours or at other times when construction is not in progress with the exception of emergency repairs.

9.6 Repair of Existing Pavement:

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The Contractor and CEI inspector shall jointly inspect the roadway and mark all areas to be patched.

9.7 Temporary Striping:

The Contractor shall lay temporary striping on roads where work is to be performed, until permanent markings can be installed. All temporary striping shall be in compliance with GDOT Manual on Uniform Traffic Control Devices for Streets and Highways; as amended.

9.8 Right-of-Way Clearance:

The Contractor shall coordinate with others to obtain necessary clearance related to rights-of-way.

9.9 Utility and Sewage:

9.9.1 Utilities:

The Contractor shall notify Georgia Power or Applicable electrical company and obtain all applicable clearances prior to commencement of any excavation activities.

9.9.2 Sewage:

The Contractor shall notify Dekalb County Department of Watershed Management prior to any work commences to obtain the applicable clearances.

9.9.3 Disruption in Services:

It is not anticipated there will be a disruption in service. However, if it is necessary for the Contractor to cut or relocate any utility, or in any way interfere with any existing service(s), the Contractor shall submit to the Contract Administrator / Designee 48 hours (minimum) in advance, excluding weekends and holidays, and prior to commencing with this part of the work, a complete description of his/her proposed procedures accompanied with a time schedule for restoring the existing service(s) to its operational condition(s) prior to the commencement of construction. Subsequent written approvals must be granted prior to the commencement of such work.

9.10 Minimum Technical Specification: Road Repair, Patching, Milling, and Resurfacing:

9.10.1 Milling:

The existing asphalt surface shall be milled to the depth specified herein and in accordance with GDOT requirements. Milled pavement surfaces are subject to visual and straightedge inspection. The Contractor shall not mill entire roadway before patching operation commences.

9.10.2 The Contractor shall use milling equipment that is the size and shape that allows traffic to pass safely through areas adjacent to the work. Also, use equipment that is:

9.10.2.1 Designed to mill and remove a specified depth of existing asphalt paving;

9.10.2.2 Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation;

9.10.2.3 Capable of removing pavement to an accuracy of 1/8 in. (3 mm); and

9.10.2.4 Provided with conveyors.

9.10.3 Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

9.10.4 On roadways where milling is carried out on a roadway open to traffic, temporary ramping to ensure the safe passage of vehicles shall be provided.

9.10.5 The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops.

9.10.6 Any damage to traffic signal sensor loops shall be repaired at no additional cost to the City. Any damage to traffic signal loops shall be reported to the Contract Administrator / Designee immediately.

- 9.10.7 Immediately after milling, surplus materials shall be removed by a machine of suitable and efficient design and the milled surface swept to remove all dust and loose debris. Every measure and effort shall be taken by the contractor to prevent construction debris from entering into the storm drain system.
- 9.10.8 Following milling operations, where the top layer of asphalt is removed to prepare for resurfacing and patching, the Contractor shall ensure that the new layer of asphalt applied during paving operations has a depth of 1 1/2 inches and the new layer for patching operations has a depth of no less than 2 inches.
- 9.10.9 In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.
- 9.10.10 Resurfacing shall be constructed to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 ft. transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.
- 9.10.11 A 10 ft. (3 m) straightedge may be used to measure surface irregularities of the milled pavement surface. Contractor shall re-mill irregularities greater than 1/8 in. per 10 ft. at no additional cost to the City.
- 9.10.12 Ensure that the cross slope is uniform and that no depressions or slope misalignments greater than 1/4 in. per 12 ft. exist when the slope is tested with a straightedge placed perpendicular to the center line.
- 9.10.13 The cut edges shall be left neat, vertical and in straight lines. The Contractor shall brush and sweep the milled surface by mechanical means to produce a clean and regular running surface with a groove depth not greater than 10 mm, and with a uniform texture.
- 9.10.14 The Contractor shall provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. The Contractor shall not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners.
- 9.10.15 The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops. Any damage to traffic signal sensor loops shall be repaired at the Contractor's expense. Any damage to traffic signal loops shall be reported to the Contract Administrator / Designee immediately.
- 9.10.16 Roadways that are milled for patching shall be paved the same day to seal the base material.
- 9.10.17 All milled surfaces are to be resurfaced within one week of the milling operation.
- 9.11 Manholes:  
The Contractor shall lower and make minor adjustments to the manholes. The Contractor shall be responsible for adjusting sewer manholes and water valves within the paving limits. The Contract Administrator / Designee will approve the number of locations for each street.

9.11.1 Storm Drain Drop Inlets and Storm Drain Manholes:

The Contractor shall adjust all storm drains inlets and storm drain manholes.

9.11.2 Remove the asphalt from the manhole cover and the lip of the manhole frame. The Contractor shall pre-mark the cover's position. At this time, the set of covers within the frame shall be checked and the following actions taken:

- a. If the cover is worn so that it is not level with the top of the frame, the existing frame and cover shall be removed and replaced with a new frame cover, equipped with a gasket, and the County Engineer shall be notified.
- b. If the cover can be made to rock within the frame due to uneven wear of the contact surfaces, either the frame or cover or both shall be replaced and the County Engineer shall be notified.

If neither condition (a) nor (b) exists, the Contractor shall continue the process with Step 2 (9.9.2.2).

9.11.3 The Contractor shall remove a thirty (30) inch area surrounding the manhole ring (unless removing the Barton-Southern style manhole then the entire section of concrete must be removed) and excavate to a solid surface below the base of the frame. This solid surface may be either compacted fill or concrete. The depth of the excavation shall be determined based on the frame height plus two 3-inch ring risers at all points.

9.11.4 A jack hammer shall be used to extend the vertical cut down to the solid surface. The Contractor shall ensure that no undermining of the existing surface occurs. The Contractor shall remove all asphalt, concrete, and fill from this excavation. Any loose material shall be shoveled and finally blown out with an air hose.

9.11.5 Remove the cover and lift the existing frame off the surface on which it rests. Remove all loose mortar, loose bricks, and other material from this surface down to the required elevation until a solid base is attained both in the excavation and beneath the existing frame.

9.11.6 Replace the frame measuring to the finish grade to verify that the correct depth has been attained with the addition of the two 3-inch rings. If the original frame is to be used, the frame shall be wire brushed or sandblasted until all rust and debris have been removed. Small pieces of concrete or asphalt bonded to the frame need not be removed if they withstand the brushing or sand blasting.

9.11.7 Metallic shims shall be used under the manhole frame to level with the pavement. Using strings stretched cross the pavement in both directions (both perpendicular to and parallel to the roadway); ensure that the level of the manhole matches the pavement. No tolerance shall be permitted.

9.11.8 The shims shall be cast iron, stainless steel, or hot dipped galvanized steel. They may be built up with flat plates made of the same material if necessary: Broken pieces of brick rock, or other materials are not to be used as shimming material. The frame is to be shimmed in four locations only, at one point on each side of the frame, both perpendicular to and parallel to the roadway.

9.11.9 The Contractor shall place and inflate an expandable tube inside the frame so that it seals off the open area between the underside of the frame and the surface on which the frame previously rested. This allows the collar to be poured at the same time the excavation is filled.

9.11.10 Using a hand or machine operated tamping device, moisten the excavation and tamp the earth until it is tightly compacted.

9.11.11 Pour Class "A" concrete cap a minimum of 12 inches in diameter around the entire manhole to a minimum depth of 12 inches in height; under no circumstance shall the concrete reach a height above the frame.

9.11.12 **CAUTION:** This is a critical step. The excavation must be moistened before concrete is placed to keep it from drawing water from the concrete and thereby contributing to defects in the concrete. Moisture also improves the tamping process. Tamping must be performed to ensure a solid surface that will not settle when the concrete is placed. Using trowels, work the concrete until it is level creating a smooth finish, leaving no depressions or ridges around the frame. This will require continual reworking since the concrete will tend to flow downhill and must be worked until it holds its shape.

9.11.13 Allow the concrete to cure as per GDOT regulations and requirements.

9.11.14 **CAUTION:** Do not place concrete when the temperature is expected to drop below 40 degrees in the next 6 hours.

9.11.15 The Contractor shall replace manhole lid and repair the roadway by temporarily paving over the manhole until the milling and paving operation has been completed. A smoothness test will be performed by the City. Upon passing the smoothness test, the Contract Administrator / Designee shall provide written approval to the Contractor to proceed with raising the manholes.

9.12 Asphalt:

Asphalt placement for patching should begin as soon as adequate space is available after milling. Roadways shall be resurfaced within ten (10) business days after patching is completed. Failure to comply with the required timeframe may result in assessment of damages of **\$500.00** per day.

9.12.1 The Contractor shall place traffic cones on the newly paved surface to prevent vehicular traffic access during the curing phase typically 24-72 hours depending on weather conditions and the type of asphalt used

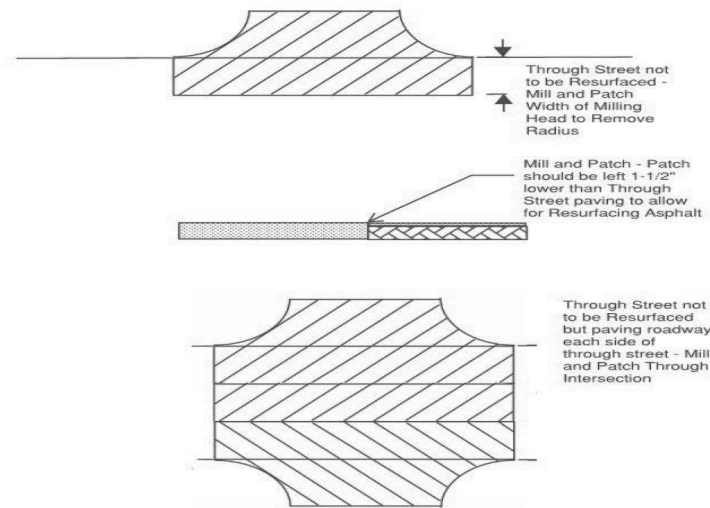
9.12.2 All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Bituminous tack shall not be applied when the pavement is wet.

9.12.3 The Contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roadways where work is to be performed.

9.12.4 Road surface shall be 9.5 mm Superpave.

9.12.5 Plant mix materials shall be in compliance with GDOT regulations and requirements.

- 9.12.6 Bituminous tack coat shall be in compliance with GDOT regulations and requirements. AC-20 or AC-30 shall be used or an approved GDOT equivalent “Approved Equal” if available.
- 9.12.7 Prior to placement of Bituminous tack coat surface shall be leveled. Ensure the tack coat is applied evenly across the entire surface, avoiding streaks.
- 9.12.8 Bituminous tack coat shall be applied between .04 and .06 gallons per square yard.
- 9.12.9 Topping course shall be 165 LB/SY, 9.5mm Superpave, GP 2 only, including Bituminous material & H lime (Corrected Optimum Asphalt Content).
- 9.12.10 In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.
- 9.12.11 It is intended that all bituminous asphalt concrete furnished and placed shall be hot mix recycled asphalt, in accordance with GDOT regulations and requirements.
- 9.12.12 The Contractor shall notify the Contract Administrator / Designee of its intent to substitute bituminous asphalt concrete consisting of 100% virgin material, for the recycle mix.
- 9.12.13 Written approval must be received prior to substitution is to be used. The substitute mix shall meet all the applicable GDOT regulations and requirements. Substitution shall be provided at a no additional cost to the City.
- 9.12.14 All temperature and maximum placement requirements must be adhered to GDOT regulations and requirements.
- 9.12.15 Maximum RAP is 35% rather than 40% allowed by regulations and requirements, as amended.
- 9.12.16 When intersection has radii and tying into a through road that is not being resurfaced, remove radii by making a pass with the milling machine perpendicular to the roadway being resurfaced (see illustration below).



### 9.13 Striping:

9.13.1 On Roadways with Striping – Temporary striping shall be completed on a daily basis.

9.13.2 On Roadways with Thermoplastic Striping – Thermoplastic traffic striping must be placed no sooner than fifteen (15) days after placement of 9.5mm asphalt but must be completed within thirty (30) days of placement of 9.5mm. Failure to adhere to this requirement will result in assessment of damages of **\$500.00** per day.

### 9.14 Thermoplastic Pavement Markings:

Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift.

9.14.1 These final pavement markings shall match the original pavement markings, including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the Contract Administrator / Designee.

9.14.2 Final pedestrian crosswalk markings shall adhere to the latest GDOT and ADA regulations and requirements.

9.14.3 Pavement marking materials shall meet GDOT regulations and requirements and be on the qualified and approved products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

9.14.4 The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers (RPMs) in accordance with GDOT regulations and requirements, as required.

9.14.5 RPMs shall be spaced every 80' as required (every 40' along sharp curves) and as directed by Contract Administrator / Designee and CEI.

9.14.6 RPM materials shall meet GDOT regulations and requirements and shall be on the GDOT qualified and approved products list.

9.14.7 24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed.

9.14.8 5 in. double yellow permanent double yellow traffic stripe is to be installed at each stop sign of each subdivision entrance approaching main roads for a total centerline length of 50 LF, as directed by the Contract Administrator / Designee.

9.15 Patching:

All patching shall be performed prior to resurfacing. Patching may require asphalt removal and replacement of existing road base with crushed aggregate base material to be approved by Contract Administrator / Designee.

9.15.1 All patch work shall be in compliance with GDOT regulations and requirements.

9.15.2 The Contractor shall give the City at least twenty-four (24) hours' notice before proceeding with patching a particular location.

9.15.3 Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated.

9.15.4 The Contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

9.15.5 Patch road surface shall be 19mm Superpave.

9.15.6 The Contractor shall patch, and repair identified failed areas including graded aggregate subgrade failures, as indicated by the City. If utilities are discovered within the failed areas, the Contractor shall notify the Contract Administrator / Designee immediately and wait for further instructions.

9.15.7 Asphalt placement for patching should begin as soon as adequate space is available after milling. The Contractor shall not mill entire roadway before patching operation commences.

9.15.8 Streets/areas that are milled for patching shall be paved the same day to seal the base material.

9.15.9 Patching shall be filled to existing depth unless otherwise directed by the Contract Administrator / Designee. All removal and patching operations at any site shall be completed within the same day. Where required, milling depth varies with conditions and shall be the Contractor's responsibility to verify depths.

9.15.10 The edges around the patch shall be tack coated using GDOT approved material.

9.15.11 Recycled asphalt concrete F-Mix (9.5mm) with Bitum Material and H Lime or Binder (19mm) shall be used for road patching unless otherwise indicated by the City.

9.16 Signal System (Traffic Signal Loops & Detectors) Repair's and Replacements:

9.16.1 The Contractor shall repair or replace damaged traffic signal loops caused by work being performed under this contract at no additional cost to the City.

- 9.16.2 Any damage caused by neglect or failure to use care will be repaired or replaced at the expense of the Contractor.
- 9.16.3 The Contractor shall repair and/or replace damaged loops and detectors within seven (7) calendar days after final asphalt lift is placed.
- 9.16.4 The Contractor shall immediately notify the Contract Administrator / Designee when loops are damaged.
- 9.16.5 The Contractor shall notify the Contract Administrator / Designee when the repair or replacement installation has been completed.
- 9.16.6 Location of replacement loops and detectors and lead-in wire, where practical, shall coincide with original location.
- 9.16.7 While performing milling services and damage to the conduit and wire occurs, the Contractor shall make the necessary repairs or be required to install a new traffic signal pull box. The traffic signal pull box shall be a PB-1 conduit and loop lead-in shall be installed in accordance with GDOT regulations and requirements.
- 9.16.8 Traffic signal pull boxes shall be GDOT qualified products.
- 9.16.9 Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

9.17 Curb and Gutter Repair or Replacement:

The Contractor shall repair or replace damaged curbs and gutters at each location in accordance with GDOT regulations and requirements.

10. CONTRACTOR RESPONSIBILITIES:

Unless otherwise specified, Contractor will be responsible for the provision, installation and performance of all equipment, materials, work, etc. offered in their response. Contractors are in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery and installation of materials, equipment, etc. even though it is not of their own manufacture.

10.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address, Website Information, Phone Number, and Fax Number.

10.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

10.3 The Contractor shall conform to and meet the requirements of the GDOT Standard Specifications Construction of Transportation System, as amended.

- 10.4 The Contractor shall verify and confirm all dimensions for each location and report them to the Contract Administrator / Designee.
- 10.5 The Contractor shall supervise and oversee all work performed under this contract.
- 10.6 The Contractor shall provide and maintain a Punch list throughout the entire project.
- 10.7 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.
- 10.8 The Contractor shall be responsible for preservation of all public property consisting of but not limited to; private property, driveways, sidewalks, curbs, catch basins, waterways, trees, highway signs and markers, monuments, fencing, grassy and sodded areas, alone and adjacent to the highway, roads and streets surrounding project sites except where work is to be performed.
- Note:** Replacement or repair of damaged property as listed above must be completed within 15 days of occurrence, failure to adhere to this time requirement will result in assessment of damages of **\$500.00** per day.
- 10.9 The Contractor shall be use care in protecting the riding surface of all roadways. Gouges and edge failures and curb damage will be corrected at no additional cost to the City.
- 10.10 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.
- 10.11 The Contractor shall assess the conditions at this site, notify the designated Project Manager in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.
- 10.12 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
- 10.13 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.
- 10.14 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.
- 10.15 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.
- 10.16 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired

to perform the work requested herein.

- 10.17 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.
- 10.18 The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).
- 10.19 The Contractor shall remove all material removed from the roadway from each site and dispose of it in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.
- 10.20 The Contractor shall ensure the job site and surroundings are free from the accumulations of waste materials or rubbish on a daily basis, prior to their departure. Failing to comply may result in an assessment of damages in an amount of **\$500.00** per day.

10.21 Reporting Dangerous Conditions / Situations:

The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.

11. WORK SCHEDULE:

A penalty fee of **\$500.00** per hour will be imposed on the Contractor for failure to comply with the work schedule provided below:

11.1 City Roads:

Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures are limited to the hours of 9:00 AM to 4:00PM.

11.2 County Roads:

The Contractor shall observe all restricted hours when performing work on County roads in accordance with Dekalb County Ordinance Section 23-2. Regular Work Hours: 7:00 am to 6:00 pm, Monday through Friday and 8:00 am to 6:00 pm, Saturday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis and upon receipt of written approval from the County. No work will be allowed on Sundays and County observed holidays.

12. MATERIALS AND METHODS:

Materials and methods to complete this project shall be in accordance with GDOT requirements and regulations.

12.1 Materials:

Materials must be certified, were required and come from GDOT approved sources and product list, were required. The Contractor will be required to submit in writing a list of proposed sources of materials. Upon request, the Contractor shall provide certificates from manufacturers for products and materials used to complete this project.

12.2 Testing:

When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work which has been completed and evaluated. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

13. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

14. MAINTENANCE OF TRAFFIC (MOT):

The Contractor shall closely follow the directions provided throughout this document and shall be in conformance with the applicable sections of the GDOT Section 104.05, 107.09 and 150. Temporary speed limit reductions in Work zones must comply with Georgia Law (Code Section 40-6-188).

14.1 The Contractor shall provide a comprehensive MOT Plan to the Contract Administrator / Designee for review and approval.

14.2 The Contractor shall conduct operations that shall not close any thoroughfare, nor interfere in any way with any traffic on roadways without the written consent of the proper authorities within the City.

14.3 The Contractor shall confine operations of all equipment, workers and storage of materials and equipment to areas permitted by law, ordinances, permits or the requirements of the contract and shall not unreasonably encumber the premises with material or equipment.

14.4 NO WORK shall be performed as denoted under herein, without the appropriate and approved maintenance of traffic signs, barricades, flashers and ALL other applicable Maintenance of Traffic (MOT) items being in place per the approved written MOT plan(s).

14.5 In addition to the Maintenance of Traffic (MOT), driveways and entrances must be kept open, with a minimum disturbance to the adjacent property owner(s). However, by agreement with each owner the Contractor may obtain permission to close such accesses for a short period of time. Any such agreement must be obtained in writing from the applicable property owner(s).

14.6 The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public shall be furnished by the Contractor. All traffic control devices will be in accordance with the GDOT "Manual on Uniform Traffic Control Devices for Streets and Highways 2009 Edition.

14.7 Traffic, whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and

streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signage) on the project sites at all times, particularly during inclement weather, to ensure that the ingress and egress are safely provided when and where needed.

- 14.8 Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.
- 14.9 The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and GDOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.
- 14.10 All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will Contractor remove regulatory signing which may cause a hazard to the public.
- 14.11 The Contractor shall contact MARTA at least three weeks prior to commencement of any work to coordinate construction and rest of the signs.
- 14.12 **Public Notification:** The Contractor shall be responsible for installing signs at each entrance to each subdivision one week prior to commencement of work requiring lane closure. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures must be notified no less than one week prior to said closures.

15. **LIQUIDATED DAMAGES:**

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of Two Hundred and Fifty Dollars (**\$200.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

16. **WEATHER:**

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

- 16.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.
- 16.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee /

Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

17. DELIVERY, STORAGE, AND HANDLING:

The Contractor shall coordinate delivery and arrange storage of materials (if needed). Storage space may be limited. Components sensitive to damage in a harsh environment shall be stored off-site and delivered as needed. The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas. The Contractor shall be responsible for on-site security of tools, equipment and materials.

18. RESPONSE TIME:

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

19. RESTORATION OF PROPERTY:

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

20. DISPOSAL OF EXCESS MATERIAL:

All excavated material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense.

21. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from the Georgia Department of transportation, OSHA, and the City.

22. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

23. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

24. WARRANTY:

All materials shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by the City. Labor shall be for a period of One (1) year. All applicable warranties shall start at the time of project final inspection and acceptance by the City. During the warranty period, the Contractor shall repair and/or replace defective workmanship at his/her expense for work showing such defects.

25. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

26. WORK ACCEPTANCE:

26.1 Services to be performed under this agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

26.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

27. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall perform a joint inspection with the City's authorized representative for each project upon the completion of all work. The Contractor shall notify the City when the work is complete and ready for the City's final inspection. After final inspection, the City's authorized representative for the project will accept the work if the Contractor has satisfactorily:

27.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;

27.2 Submitted all other required contract deliverables; and

27.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of the contract documents, whether or not fabricated, installed or completed. This shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor bears the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.

28. REPORTING REQUIREMENTS:

The Contractor shall submit a two (2) week projected schedule each Friday by 3:00pm. The projected schedule of upcoming project activities shall clearly identify road segments to be paved within the next two (2) weeks.

29. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Installation services fees shall be submitted and paid as a one-time charge to the City.

Invoices shall be submitted as follows:

1. Initial: Upon Completion of 50% of the project.
2. Final: Upon Completion and City's Acceptance of Work.

**Note:** Payment Retainage is applicable to this agreement at a rate of **10%** and will be withheld until it has been determined that the Contractor has complied with the requirements of the contract.

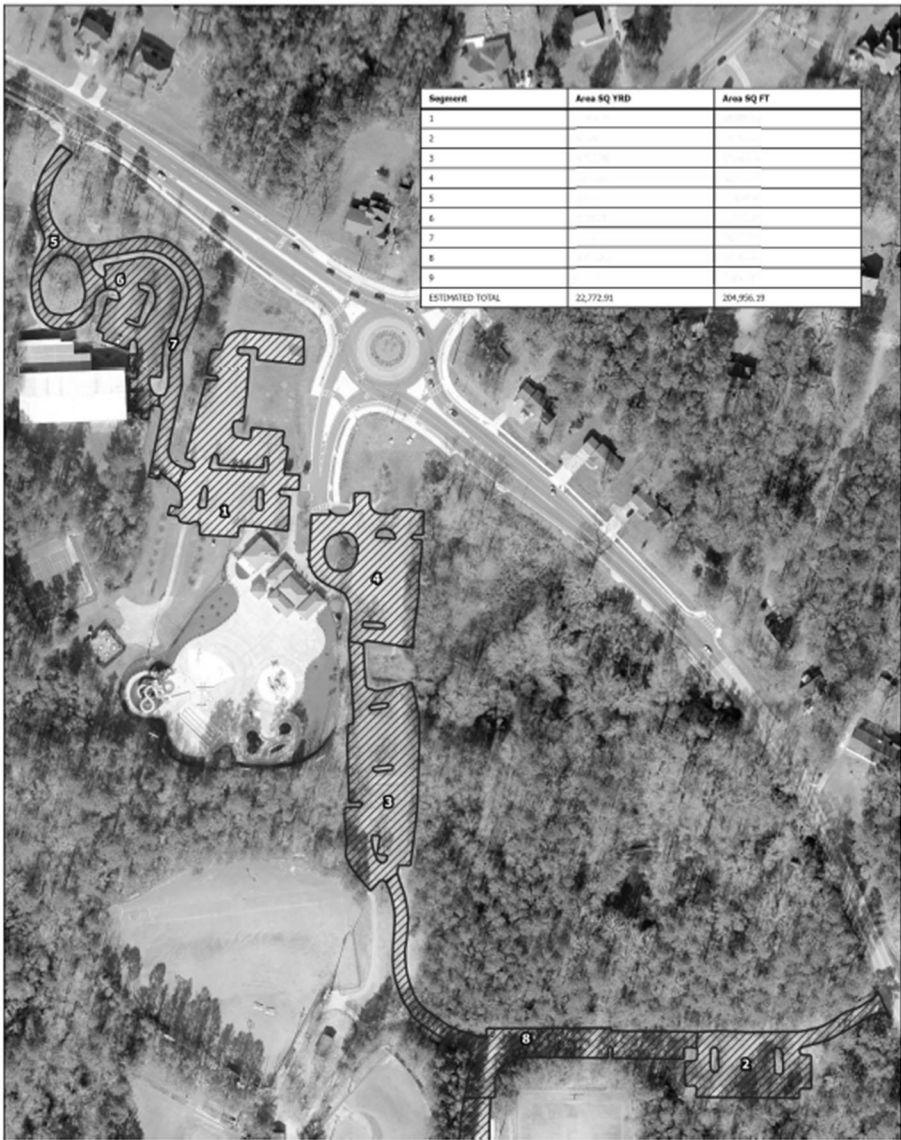
**ATTACHMENT "C"**  
**2026 Street Resurfacing - Street List**  
**ITB 2026 - 001**

NO	STREET NAME	FROM	TO	SUBDIVISION	WIDTH (ft)	LENGTH (ft)	AREA (SQ)
1	Chaparral Ct	EOP	Chaparral Dr	CHAPARRAL	27	253	759
2	Chaparral Dr	Chaparral Way	Chaparral Ct	CHAPARRAL	24	948	2,528
3	Chaparral Dr	Chaparral Ct	Klondike Rd	CHAPARRAL	24	970	2,588
4	Chaparral Ln	Chaparral Pl	Topawa Pl	CHAPARRAL	21	373	870
5	Chaparral Ln	Topawa Pl	Chaparral Way	CHAPARRAL	24	235	627
6	Chaparral Ln	Chaparral Way	Painted Rock Pl	CHAPARRAL	24	204	544
7	Chaparral Ln	Painted Rock Pl	EOP	CHAPARRAL	24	219	583
8	Chaparral Pl	EOP	Chaparral Ln	CHAPARRAL	25	171	474
9	Chaparral Pl	Chaparral Ln	Chiricahua Dr	CHAPARRAL	24	927	2,473
10	Chaparral Pl	Chiricahua Dr	Woodrow Rd	CHAPARRAL	24	378	1,008
11	Chiapuk Ct	Painted Rock Pl	EOP	CHAPARRAL	24	282	753
12	Chiricahua Dr	Chaparral Pl	Topawa Pl	CHAPARRAL	24	459	1,223
13	Chiricahua Dr	Topawa Pl	Painted Rock Pl	CHAPARRAL	21	351	819
14	Chiricahua Dr	Painted Rock Pl	EOP	CHAPARRAL	26	569	1,645
15	Manoleta Dr	EOP	Chaparral Way	CHAPARRAL	24	227	606
16	Manoleta Dr	Chaparral Way	EOP	CHAPARRAL	24	471	1,257
17	Mohave Ct	Chaparral Way	EOP	CHAPARRAL	26	292	845
18	Painted Rock Pl	Chaparral Ln	Chiapuk Ct	CHAPARRAL	24	454	1,212
19	Painted Rock Pl	Chiapuk Ct	Chiricahua Dr	CHAPARRAL	24	413	1,103
20	Tee Bow Ct	Chaparral Way	EOP	CHAPARRAL	22	245	599
21	Topawa Pl	Chaparral Ln	Chiricahua Dr	CHAPARRAL	24	915	2,440
22	Bethwood Ln	Woodrow Rd	EOP		26	681	1,966
23	Carleen Ct	EOP	Housworth Dr	CEDAR RIDGE	24	281	750
24	Housworth Dr	Housworth Ln	Carleen Ct	CEDAR RIDGE	25	491	1,365
25	Housworth Dr	Carleen Ct	S Goddard Rd	CEDAR RIDGE	24	412	1,098
26	Housworth Ln	Housworth Dr	EOP	CEDAR RIDGE	22	687	1,680
27	Carmen Ct	EOP	Housworth Dr	HOUSWORTH HILLS	27	295	885
28	Housworth Dr	White Cir	Paula Ln	HOUSWORTH HILLS	24	452	1,206
29	Housworth Dr	Paula Ln	Carmen Ct	HOUSWORTH HILLS	24	680	1,815
30	Housworth Dr	Carmen Ct	Housworth Ln	HOUSWORTH HILLS	26	901	2,603
31	Paula Ct	EOP	Paula Ln	HOUSWORTH HILLS	24	327	871
32	Paula Ct	Paula Ln	EOP	HOUSWORTH HILLS	24	368	982
33	Paula Ln	Housworth Dr	Paula Ct	HOUSWORTH HILLS	24	436	1,164
34	Carter Way	EOP	Ottawa Trl	WINSLOW CROSSING	24	316	843
35	Chauvin Pl	Medena Way	EOP	WINSLOW CROSSING	25	505	1,403
36	Frost Ln	EOP	Winslow Xing N	WINSLOW CROSSING	27	547	1,641
37	Winslow Xing N	Herscu Way	Ottawa Trl	WINSLOW CROSSING	23	369	943
38	Winslow Xing N	Frost Ln	Herscu Way	WINSLOW CROSSING	24	567	1,513
39	Winslow Xing N	Stockwell Ct	Frost Ln	WINSLOW CROSSING	27	842	2,527
40	Winslow Xing N	Medena Way	Stockwell Ct	WINSLOW CROSSING	27	435	1,304
41	Winslow Xing N	Rully Way	Medena Way	WINSLOW CROSSING	25	729	2,026
42	Winslow Xing N	Pequea Dr	Rully Way	WINSLOW CROSSING	24	222	592
43	Winslow Xing N	Panola Rd	Pequea Dr	WINSLOW CROSSING	23	390	996
44	Herscu Way	Winslow Xing N	EOP	WINSLOW CROSSING	24	514	1,371
45	Koimokee Way	EOP	Winslow Xing	WINSLOW CROSSING	24	207	553
46	Lambray Ct	Medena Way	EOP	WINSLOW CROSSING	24	273	729
47	Medena Way	Pequea Dr	Chauvin Pl	WINSLOW CROSSING	24	751	2,002
48	Medena Way	Chauvin Pl	Lambray Ct	WINSLOW CROSSING	24	312	832
49	Medena Way	Lambray Ct	Winslow Xing N	WINSLOW CROSSING	24	719	1,917
50	Rully Way	Winslow Xing N	EOP	WINSLOW CROSSING	21	265	619
51	Pequea Dr	Winslow Xing	Medena Way	WINSLOW CROSSING	24	378	1,008
52	Pequea Dr	Black Foot Dr	Winslow Xing	BLACK HAWK FOREST	22	393	960
53	Black Foot Ct	EOP	Black Foot Dr	BLACK HAWK FOREST	24	450	1,199
54	Rock Springs Rd	Fairington Farms Ln	Rock Port Dr		36	1,416	5,663
55	Rock Springs Rd	DS@2587E Woodside Xing	Fairington Farms Ln	HUNTER'S RUN	36	2,587	10,348
56	Deevers Ct	EOP	Cleveland Rd	DEVEREAUX	24	325	866
57	Latchwood Ct	Latchwood Dr	EOP	GATEWOOD	24	148	394
58	Latchwood Dr	EOP	Post Ridge Trl	GATEWOOD	22	837	2,047
59	Latchwood Dr	Post Ridge Trl	Latchwood Ct	GATEWOOD	24	628	1,676
60	Latchwood Dr	Latchwood Ct	Browns Mill Rd	GATEWOOD	26	724	2,091
61	Post Ridge Ln	EOP	Post Ridge Trl	GATEWOOD	24	437	1,165
62	Post Ridge Ln	Post Ridge Trl	EOP	GATEWOOD	24	301	802
63	Post Ridge Trl	Latchwood Dr	Post Ridge Ln	GATEWOOD	24	296	791
64	Garden City Dr	EOP	Lilly Pt	GARDEN CITY	24	537	1,432
65	Garden City Dr	Lilly Pt	Tulip Ct	GARDEN CITY	24	389	1,037
66	Garden City Dr	Tulip Ct	Sunflower Pl	GARDEN CITY	25	311	865

**ATTACHMENT "C"**  
**2026 Street Resurfacing - Street List**  
**ITB 2026 - 001**

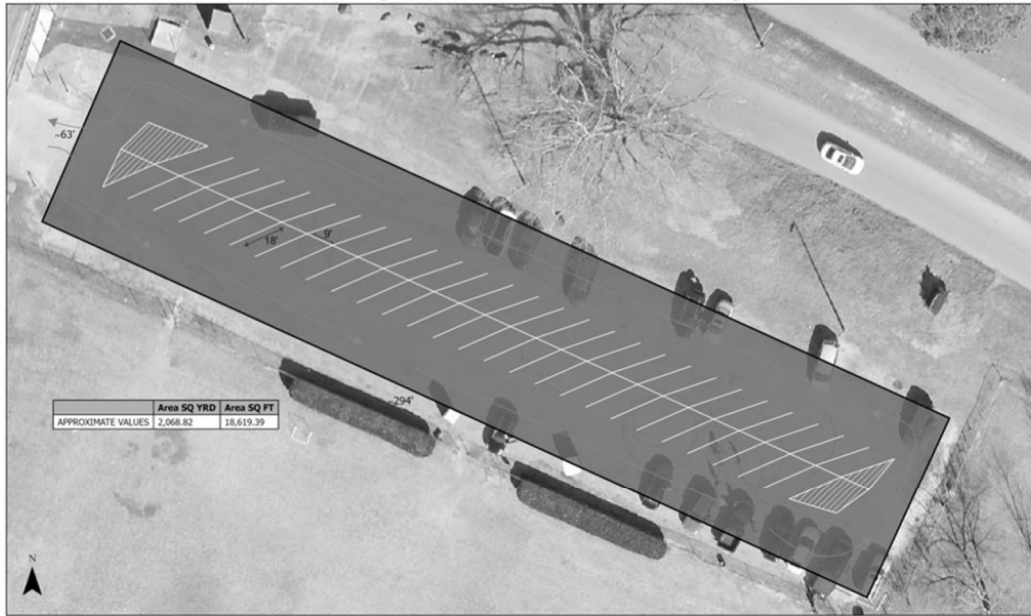
NO	STREET NAME	FROM	TO	SUBDIVISION	WIDTH (ft)	LENGTH (ft)	AREA (\$Y)
67	Garden City Dr	Sunflower Pl	Daisy Ln	GARDEN CITY	27	684	2,052
68	Garden City Dr	Daisy Ln	Sunflower Pl	GARDEN CITY	22	210	514
69	Garden City Dr	Sunflower Pl	Browns Mill Rd	GARDEN CITY	24	212	565
70	Daisy Ln	Garden City Dr	Garden City Ct	GARDEN CITY	24	533	1,421
71	Daisy Ln	Garden City Ct	EOP	GARDEN CITY	24	252	672
72	Garden City Ct	Daisy Ln	EOP	GARDEN CITY	24	200	534
73	Lilly Pt	EOP	Garden City Dr	GARDEN CITY	24	266	709
74	Sunflower Pl	Garden City Dr	Garden City Dr	GARDEN CITY	25	902	2,505
75	Tulip Ct	Garden City Dr	EOP	GARDEN CITY	24	130	346
76	Foxglen Cir	Hunters Pace Dr	EOP	HUNTER'S PACE	24	750	1,999
77	Hunters Cv	EOP	Hunters Pace Dr	HUNTER'S PACE	24	343	915
78	Hunters Pace Cir	Hunters Pace Dr	EOP	HUNTER'S PACE	24	345	920
79	Hunters Pace Dr	Crossvale Rd	Wildwood Tri	HUNTER'S PACE	24	541	1,443
80	Hunters Pace Dr	Wildwood Tri	Foxglen Cir	HUNTER'S PACE	24	396	1,056
81	Hunters Pace Dr	Foxglen Cir	Hunters Cv	HUNTER'S PACE	24	487	1,299
82	Hunters Pace Dr	Hunters Cv	Hunters Pace Cir	HUNTER'S PACE	24	321	856
83	Hunters Pace Dr	Hunters Pace Cir	EOP	HUNTER'S PACE	24	2,274	6,064
84	Wildwood Tri	Hunters Pace Dr	EOP	HUNTER'S PACE	24	1,003	2,675
85	Ottawa Tri	Fair Creek Way	Phillip Bradley Dr		24	277	737
86	Ottawa Tri	Carter Way	Fair Creek Way		22	605	1,479
87	Ottawa Tri	Winslow Xing N	Carter Way		25	444	1,234
88	Ottawa Tri	Winslow Xing	Winslow Xing N	WINSLOW CROSSING	24	515	1,372
89	Ottawa Tri	Rock Springs Rd	Winslow Xing	WINSLOW CROSSING	26	561	1,621
90	Crestlake Ct	Dalehollow Dr	EOP	ROGERS CROSSING	24	300	800
91	Dalehollow Dr	Hill Creek Cv	Crestlake Ct	ROGERS CROSSING	24	426	1,135
92	Dalehollow Dr	Crestlake Ct	Rogers Crossing Dr	ROGERS CROSSING	24	937	2,499
93	Hill Creek Cv	Rogers Crossing Dr	Dalehollow Dr	ROGERS CROSSING	25	1,055	2,932
94	Hill Creek Cv	Dalehollow Dr	Rogers Crossing Dr	ROGERS CROSSING	26	1,890	5,460
95	Hill Creek Cv	Rogers Crossing Dr	Regal Heights Dr	ROGERS CROSSING	26	465	1,343
96	Hill Creek Cv	Regal Heights Dr	EOP	ROGERS CROSSING	25	294	818
97	Lynridge Dr	Rogers Crossing Dr	Spring Hill Cv	ROGERS CROSSING	24	340	906
98	Rogers Crossing Dr	Hill Creek Cv	Hill Creek Cv	ROGERS CROSSING	24	316	843
99	Rogers Crossing Dr	Hill Creek Cv	Dalehollow Dr	ROGERS CROSSING	21	336	785
100	Rogers Crossing Dr	Dalehollow Dr	Lynridge Dr	ROGERS CROSSING	26	1,273	3,679
101	Rogers Crossing Dr	Lynridge Dr	Rogers Lake Rd	ROGERS CROSSING	22	731	1,786
102	Spring Hill Cv	EOP	Lynridge Dr	ROGERS CROSSING	24	1,207	3,218
103	Spring Hill Cv	Lynridge Dr	Spring Hill Run	ROGERS CROSSING	23	252	643
104	Spring Hill Cv	Spring Hill Run	EOP	ROGERS CROSSING	24	282	751
105	Spring Hill Run	Spring Hill Cv	EOP	ROGERS CROSSING	23	157	400
						<b>57,523</b>	<b>160,543</b>

Attachment “D”



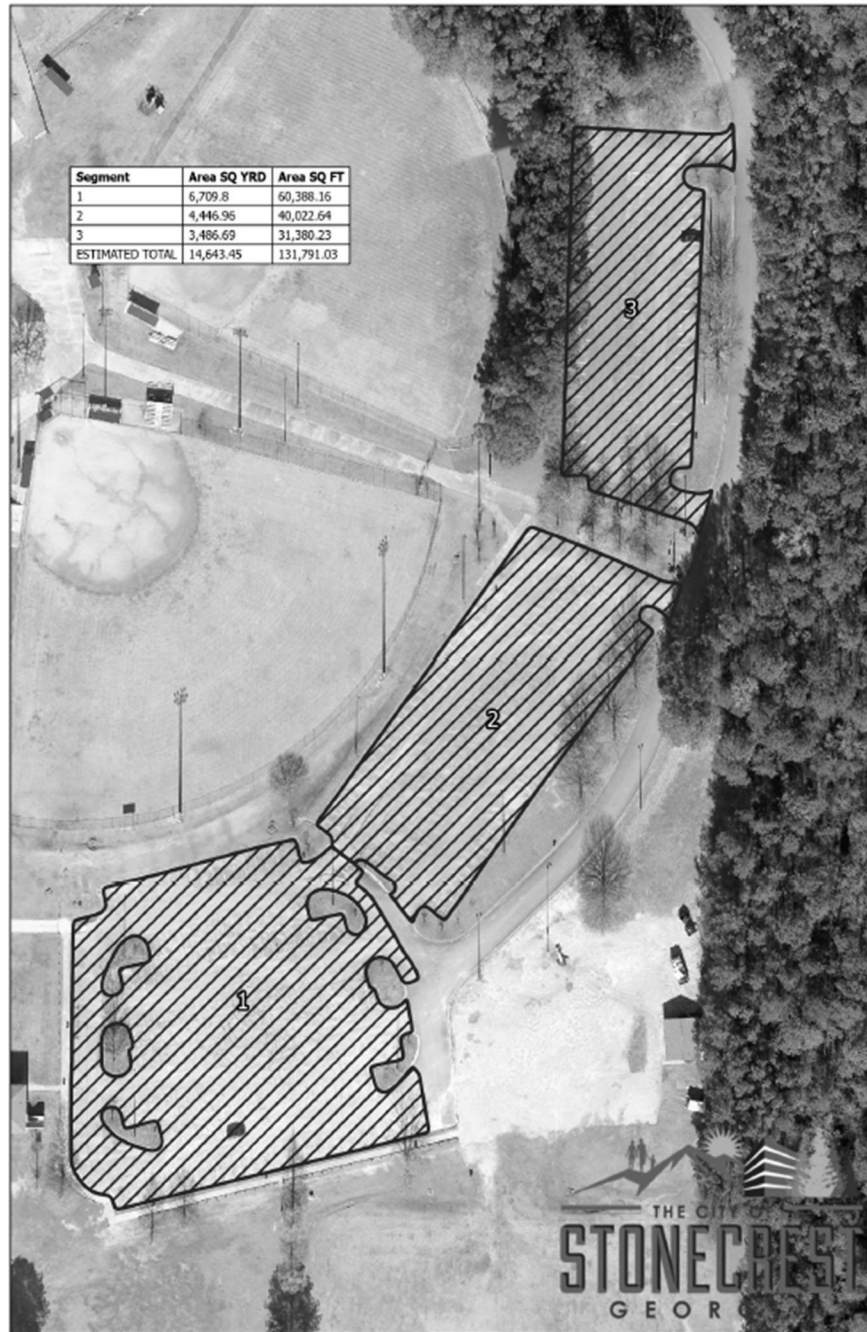
ATTACHMENT "D"

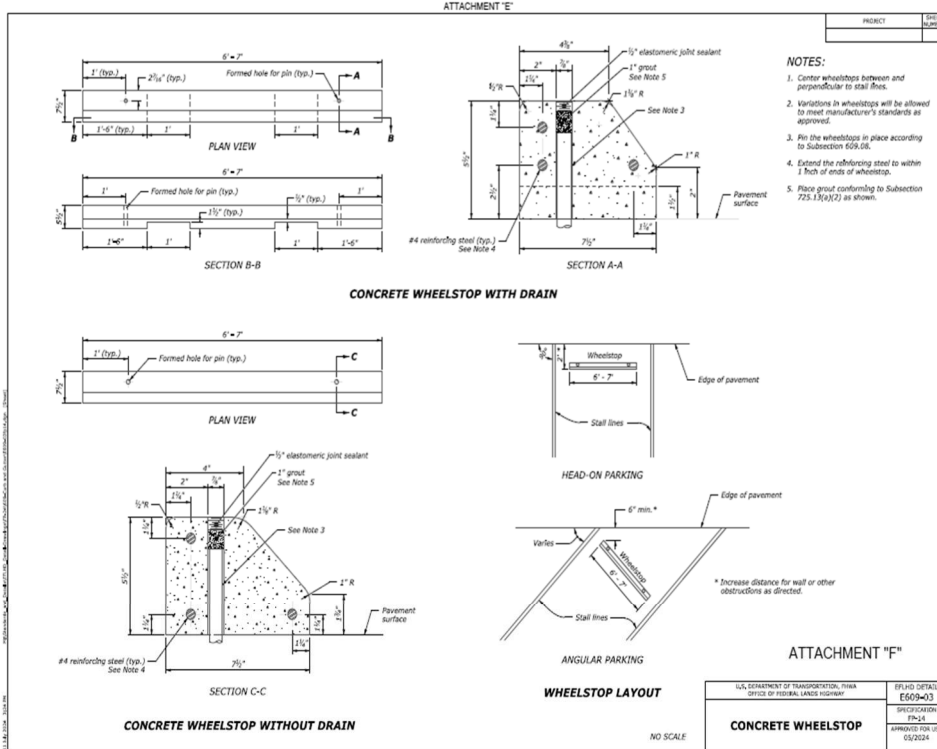
Fairington Park Lot Resurfacing



ATTACHMENT 'D'

# Southeast Athletic Complex Surface Lots





CITB-0001-26

ATTACHMENT 'E'



Wheel stop placement in "head-to-head" parking layout

CITB-0001-26

**EXHIBIT B**  
**COST PROPOSAL**

ATTACHMENT "B"  
BID COST PROPOSAL FORM  
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Maintenance of Traffic (MOT) – Traffic Control	LS	1	\$ 240,000.00	\$ 240,000.00
2	Undercut Excavation and Disposal of Materials	SY	25	\$ 24.00	\$ 600.00
3	Graded Aggregate Base-Including material	TN	25	\$ 47.00	\$ 1,175.00
4	Mill Asphalt Concrete Pavement, 1.5 in depth.	SY	160,500	\$ 1.26	\$ 202,230.00
5	Edge Mill (7 foot wide)	SY	50,000	\$ 0.63	\$ 31,500.00
6	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime	TN	3,200	\$ 125.00	\$ 400,000.00
7	Recycled asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	TN	12,000	\$ 114.00	\$ 1,368,000.00
8	Bituminous Tack Coat	GAL	68,000	\$ 0.01	\$ 680.00
9	Adjust Manhole to Grade	EA	180	\$ 160.00	\$ 28,800.00
10	Adjust Utilities to Grade: Valves	EA	50	\$ 60.00	\$ 3,000.00
11	Thermoplastic PVMT Marking, Arrow TYPE 1	LF	100	\$ 16.00	\$ 1,600.00
12	Thermoplastic PVMT Marking, Arrow TYPE 2	LF	100	\$ 15.00	\$ 1,500.00

B-2

CITB-0001-26  
2026 Street Resurfacing Project  
Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - REVISED



13	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	LF	8,200	\$ 0.75	\$ 6,150.00
14	Thermoplastic Solid Traffic Stripe, 5 IN White	LF	8,200	\$ 0.75	\$ 6,150.00
15	Thermoplastic Solid Traffic Stripe, 24 IN White	LF	240	\$ 7.50	\$ 1,800.00
16	Thermoplastic Solid Traffic Stripe, 8 IN White	LF	200	\$ 3.50	\$ 700.00
<b>TOTAL COST:</b>				<b>\$</b>	<b>2,293,885.00</b>
<b>TOTAL COST IN WORDS:</b> Two million two hundred ninety-three thousand eight hundred eighty-five dollars					
<b>Key:</b> EA – Each   GAL – Gallon   LF – Linear Foot/Feet   LS - Lump sum   SY – Square Yard   TN - Ton					

B-3

CITB-0001-26  
 2026 Street Resurfacing Project  
 Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - REVISED



**ATTACHMENT "B"  
 BID COST PROPOSAL FORM -  
 Browns Mill Park Parking Lot  
 Resurfacing (BID SHEET)**

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$ 51,111.00	\$ 51,111.00
2	Undercut Excavation and Disposal of Materials	SY	50	\$ 19.00	\$ 950.00
3	Graded Aggregate Base-Including material	TN	50	\$ 42.00	\$ 2,100.00
4	Mill Asphalt Concrete Pavement, 1.5 in depth.	SY	22,775	\$ 1.00	\$ 22,775.00
6	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime (2 inches)	TN	800	\$ 125.00	\$ 100,000.00
7	Recycled asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	TN	1,900	\$ 114.00	\$ 216,600.00
9	Striping existing parking spaces	LF	8,000	\$ 0.55	\$ 4,400.00
10	Sheel Stops	EA	100	\$ 80.00	\$ 8,000.00
<b>TOTAL COST:</b>					<b>\$ 405,936.00</b>

**TOTAL COST IN WORDS:** Four hundred five thousand nine hundred thirty-six dollars

B-4

CITB-0001-26  
 2026 Street Resurfacing Project  
 Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - REVISED



**ATTACHMENT "B"  
 BID COST PROPOSAL  
 FORM  
 Fairington Park Parking Lot  
 Resurfacing  
 (BID SHEET)**

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$ 51,111.00	\$ 51,111.00
2	Demolition	SY	190	\$ 10.00	\$ 1,900.00
3	Mill Asphalt Concrete Pavement, 1.5 in depth.	SY	2,780	\$ 1.26	\$ 3,502.80
4	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime (2 inches)	TN	120	\$ 135.00	\$ 16,200.00
5	Recycled asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	TN	240	\$ 130.00	\$ 31,200.00
6	Backfill & Grassing	SY	190	\$ 10.00	\$ 1,900.00
7	Striping existing parking spaces	LF	900	\$ 0.65	\$ 585.00
8	Wheel Stops	EA	50	\$ 80.00	\$ 4,000.00
9	Arrows	EA	6	\$ 50.00	\$ 300.00
<b>TOTAL COST:</b>					<b>\$ 110,698.80</b>
<b>TOTAL COST IN WORDS:</b> One hundred ten thousand six hundred ninety-eight dollars and eighty cents					

B-5

CITB-0001-26  
 2026 Street Resurfacing Project  
 Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - REVISED



**ATTACHMENT "B"  
 BID COST PROPOSAL FORM  
 Southeast Athletic Complex  
 Parking Lot Resurfacing  
 (BID SHEET)**

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$ 51,111.00	\$ 51,111.00
2	Mill Asphalt Concrete Pavement, 1.5 in depth.	SY	14,643	\$ 1.26	\$ 18,450.18
3	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime (2 inches)	TN	50	\$ 135.00	\$ 6,750.00
4	Recycled asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	TN	1,240	\$ 114.00	\$ 141,360.00
5	Backfill & Grassing	SY	250	\$ 4.00	\$ 1,000.00
6	Striping existing parking spaces	LF	1,800	\$ 0.55	\$ 990.00
7	Wheel Stops	EA	120	\$ 80.00	\$ 9,600.00
8	Arrows	EA	16	\$ 50.00	\$ 800.00
<b>TOTAL COST:</b>					<b>\$ 230,061.18</b>

**TOTAL COST IN WORDS:** Two hundred thirty thousand sixty-one dollars and eighteen cents

<b>TOTAL COST FOR ALL SITES:</b>	<b>\$ 3,040,580.98</b>
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**TOTAL COST IN FOR ALL SITES IN WORDS:** Three million forty thousand five hundred eighty dollars and ninety-eight cents

B-6

CITB-0001-26  
 2026 Street Resurfacing Project  
 Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - REVISED



**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**"E-VERIFY"**

Contractor(s) Name: DCBC LLC

Address: 255 Gateway Dr, Ste 300, Bethlehem, GA 30620

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.

2167122  
E Verify™ Company Identification Number

06/05/2023  
Date of Authorization

BY: Krishna  
(Authorized Officer or Agent)

President  
Title

Date: 02/17/2026

\* 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.

Other Identifying Number: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 17 day of February 2026, by Krishna Bhandari, who is (who are) personally known to me or who has produced President as identification and who did (~~did not~~) take an oath.

Hetal  
Notary Public Signature  
Hetal Rakholiya  
Notary Name, Printed, Typed or Stamped

(SEAL) **HETAL RAKHOLIYA**  
**NOTARY PUBLIC**  
**WINNETT COUNTY**  
**State of Georgia**  
**My Commission Expires May 19, 2028**

Commission Number: W-00654686 Commission Expires: 05-19-2028



**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 (DCBC LLC) on behalf of (City of Stonecrest) 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:

1770554 Federal Work Authorization User Identification Number      07/13/2013 Date of Authorization

All Star Innovations LLC  
Name of Subcontractor

CITB-0001-26 - 2026 STREET RESURFACING PROJECT  
Name of Project

DCBC LLC  
Name of Public Employer

The foregoing instrument was acknowledged before me this 17th day of Feb 2026 by Douglas Silver, who is (who are) personally known to me or who has produced drivers license as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature  
PAUL PARK  
Notary Name, Printed, Typed or Stamped

(SEAL)



Commission Number: GA N/A

Commission Expires: MAY 15, 2028



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Resolution for the Sidewalk Design Services Contract**

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**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

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**Previously Heard Date(s):** 4/3/2026 & Click or tap here to enter text.

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

**Current Council Meeting:** Monday, April 27, 2026

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**SUBMITTED BY:** Hari Karikaran, PE, City Engineer

**PRESENTER:** Hari Karikaran, City Engineer

**PURPOSE:** Approval for a Resolution for Sidewalk Design Contract

**FACTS:** Sidewalk Design Services Contract was approved by the Council on April 3, 2026. Contractor and the Mayor has already signed the Contract. City Attorney states that this contract requires a Resolution.

**OPTIONS:** Table, Deny, Approve, Approve with Modifications Click or tap here to enter text.

**RECOMMENDED ACTION:** Recommends approval of a Resolution for the previously approved Contract with Kleinfelder, Inc. for the amount of \$104,900.

**ATTACHMENTS:**

- (1) Attachment 1 - Sidewalk Design Services Resolution
- (2) Attachment 2 - Kleinfelder Inc. Agreement
- (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.

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**CITY OF STONECREST**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA AUTHORIZING THE EXECUTION OF A CONTRACT WITH KLEINFELDER, INC FOR SIDEWALK DESIGN SERVICES WITHIN THE CITY LIMITS FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FOUR THOUSAND NINE HUNDERED DOLLARS AND 00/100 CENTS (\$104,900.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

**WHEREAS**, the City wishes to enter into a contract with KLEINFELDER, INC (the "Contractor") for sidewalk design services within the city limits of the City of Stonecrest (“Contract”); and

**WHEREAS**, the Contract shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions; and

**WHEREAS**, any contract for work on all or part of the municipal road system shall be in writing and be approved by resolution which shall be entered on the minutes of such municipality pursuant to O.C.G.A. § 32-4-111; and

23           **WHEREAS**, pursuant to O.C.G.A. § 32-4-118 where a contract has been let for bid, a  
24 municipality, by resolution entered in its minutes, shall award the contract to the lowest dependable  
25 bidder; and

26           **WHEREAS**, the City advertised for sidewalk design services; and

27           **WHEREAS**, following a review and evaluation of the proposals submitted in response to  
28 the solicitation, Kleinfelder, Inc was determined to be one of the most responsive and responsible  
29 offerors; and

30           **WHEREAS**, the City and the Contractor hereby agree the Contractor will be responsible  
31 for sidewalk design services within the City pursuant to the Contract ("Project"); and

32           **WHEREAS**, the total cost of the Project shall not exceed **ONE HUNDRED AND FOUR**  
33 **THOUSAND NINE HUNDRED DOLLARS AND 00/100 CENTS (\$104,900.00)**; and

34           **WHEREAS**, The Contractor shall perform and complete its duties under the Contract.

35 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST,**  
36 **GEORGIA, HEREBY RESOLVES**, that the Mayor, on behalf of the City, is hereby authorized  
37 to execute the contract attached hereto as Exhibit A with Kleinfelder, Inc for sidewalk design  
38 services within the City of Stonecrest pursuant to the aforementioned Contract.

39 **BE IT FURTHER RESOLVED**, that the cost of the work shall not exceed ONE HUNDRED  
40 AND FOUR THOUSAND NINE HUNDRED DOLLARS AND 00/100 CENTS (\$104,900.00).

41 **BE IT FURTHER RESOLVED**, that the City Attorney or his designee is directed to negotiate,  
42 prepare, and/or review the contract attached in Exhibit A, to affect the intent of this resolution  
43 provided that such agreement is in compliance with the conditions set forth herein.

44 **BE IT FURTHER RESOLVED**, that the agreement will not become binding upon the City and  
45 the City will incur no obligation or liability under it until it has been executed by the Mayor,

46 attested to by the City Clerk and approved by the City Attorney as to form.

47 **BE IT FURTHER RESOLVED**, to the extent any portion of this Resolution is declared to be  
48 invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this  
49 Resolution.

50 **BE IT FURTHER RESOLVED**, all City resolutions are hereby repealed to the extent they are  
51 inconsistent with this Resolution.

52 **BE IT FINALLY RESOLVED**, this Resolution shall take effect immediately.

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54 **RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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**CITY OF STONECREST, GEORGIA**

\_\_\_\_\_  
**Jazzmin Cobble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

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**EXHIBIT A**

**AGREEMENT FOR SINGLE PURCHASE OF SERVICES  
SIDEWALK DESIGN SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and **KLEINFELDER, INC** (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing sidewalk design services at the various locations within City limits, RFP-0010-25, Sidewalk Design Services; and

**WHEREAS**, the City of Stonecrest sought bid responses from qualified vendors for sidewalk design services; and

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

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A, or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City by December 31, 2026 (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

#### 4. **RELATIONSHIP OF THE PARTIES.**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City, including but not limited to workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the City.

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

#### 6. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the

“WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
  - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
  - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

(a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

(b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.

(c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

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

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

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

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

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

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

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email:

With copies to:

City Attorney  
Denmark Ashby Matricardi  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@damlaw.com](mailto:wdenmark@damlaw.com)

**If to the Contractor:**  
**Kleinfelder, Inc.**  
**1200 Abernathy Road, NE**  
**Building 600, Suite 400**  
**Atlanta, Georgia 30328**

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict performance with every provision of this Agreement.

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

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

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

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

**26. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor’s Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

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

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

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

## EXHIBIT A SCOPE OF SERVICES

### 1. Introduction:

The engineering Firm will design sidewalks for Salem Road, Fairington Road (Phase II), Phillips Road, and Iris Drive. The Firm will work with staff in ensuring sidewalks are designed in accordance with Georgia Department of Transportation (GDOT), State and Federal rules and regulations.

### 2. Scope of Services:

Design services shall include field survey, engineering design, utility coordination, and obtaining Georgia Department of transportation (GDOT) encroachment permit (where applicable). The Firm shall prepare scope of work for construction bid documents, bid schedule, engineering cost estimate, attendance at pre-bid meeting and site visit, responding to questions from potential bidders on construction documents, and responding to requests for information (RFIs) during construction. The City will be providing construction inspection and construction management services.

**Note:** The City reserves the right to exclude the design of a particular location if it is in the best interest of the City.

Please refer to the GDOT Design Policy Manual for design guidance, see link below:  
<https://www.dot.ga.gov/partnersmart/designmanuals/designpolicy/gdot-dpm.pdf>

### 3. Deliverables:

1. Construction plans for bid (including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)
2. Specifications
3. Scope of work for bid document
4. Engineering cost estimate
5. GDOT Encroachment Permit (where applicable)
6. Utility coordination before and during construction

### 4. SALEM ROAD SIDEWALK

The City of Stonecrest is proposing to construct a sidewalk along a section of the north side of Salem Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalks will join exiting sidewalks.



4.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,700 Linear Feet (LF)

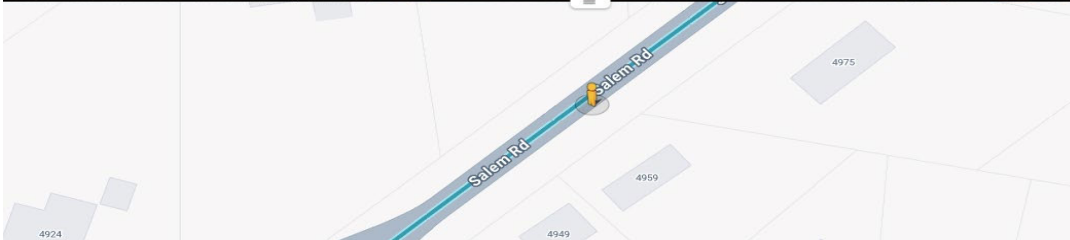
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps. Curb and gutter to be extended beside new sidewalk.

Starts: existing sidewalk at 4964 Salem Road

Ends: existing sidewalk at 5116 Salem Road

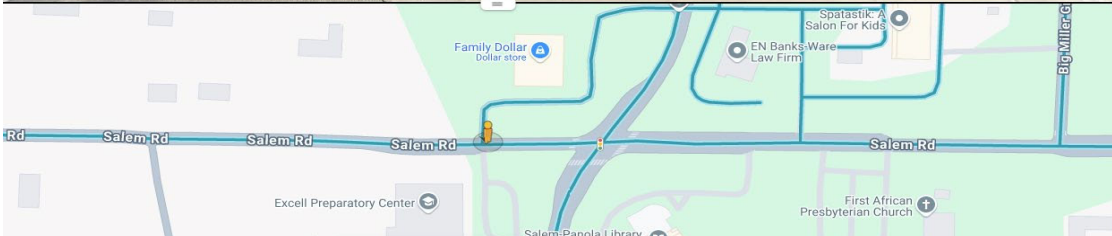
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

SIDWALK BEGINS (LEFT SIDE OF ROAD, LOOKING NORTH-EAST)

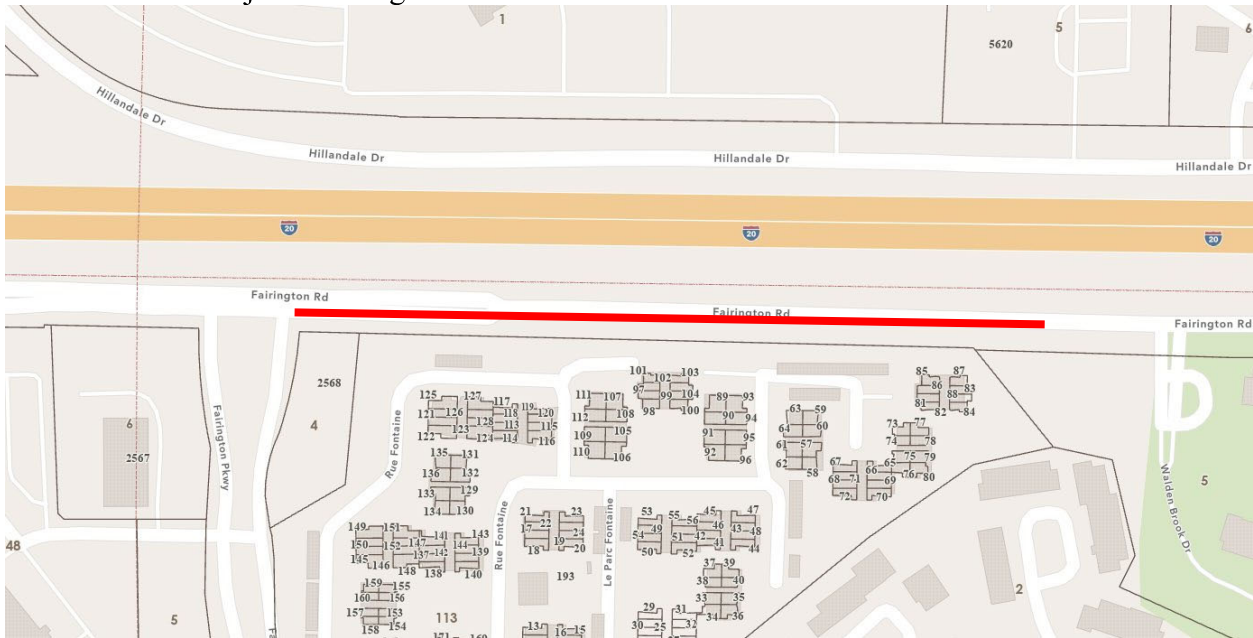


<https://maps.app.goo.gl/LDhpi3prxEHvwyeB6>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING WEST)

5. Fairington Road Sidewalk Phase II:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Fairington Road. The image below shows an aerial view of the new sidewalk (see red line). End of new sidewalk will join existing sidewalks.



5.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

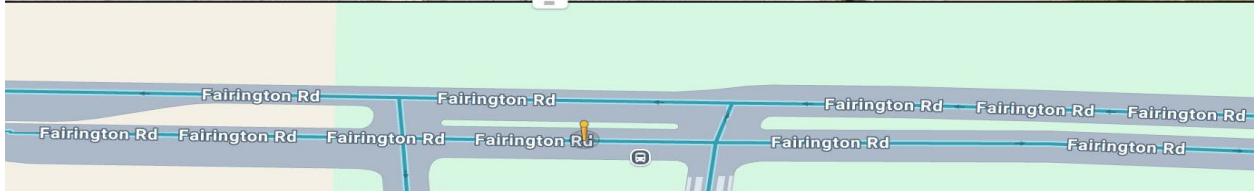
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 2568 Fairington Road

Ends: existing sidewalk at 5665 Fairington Road

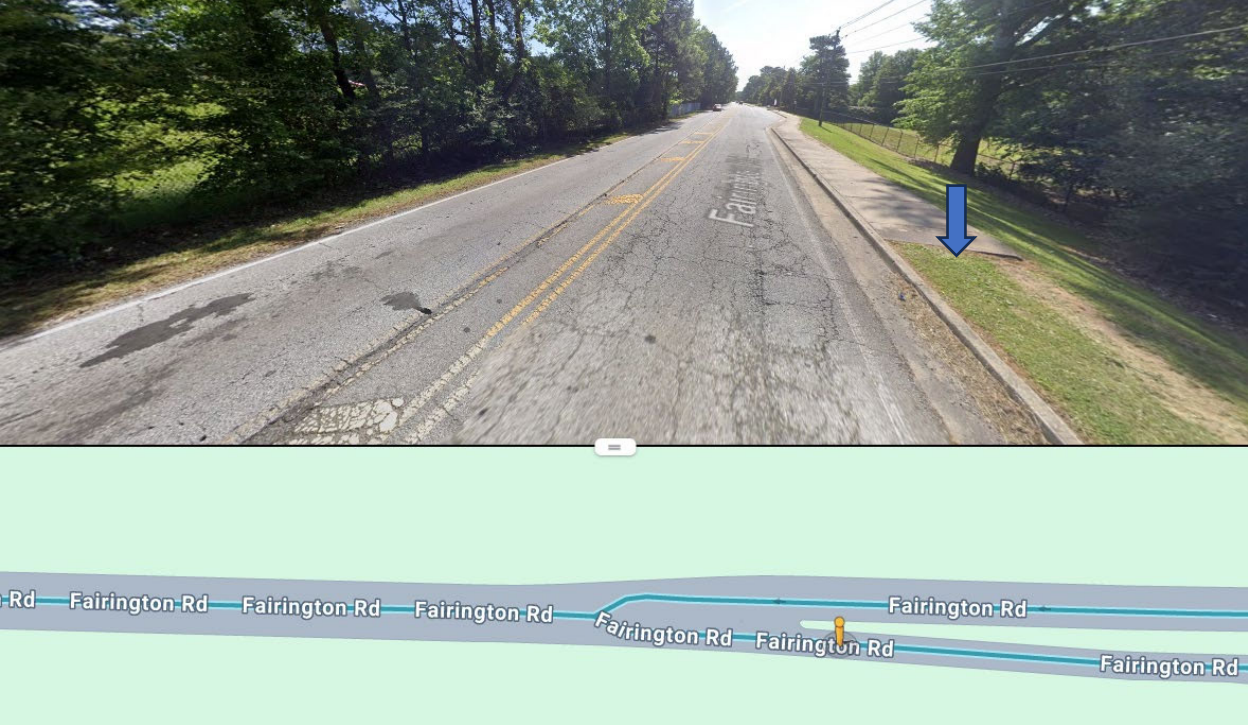
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/x3RqGDA8qphzekXQ7>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING EAST)

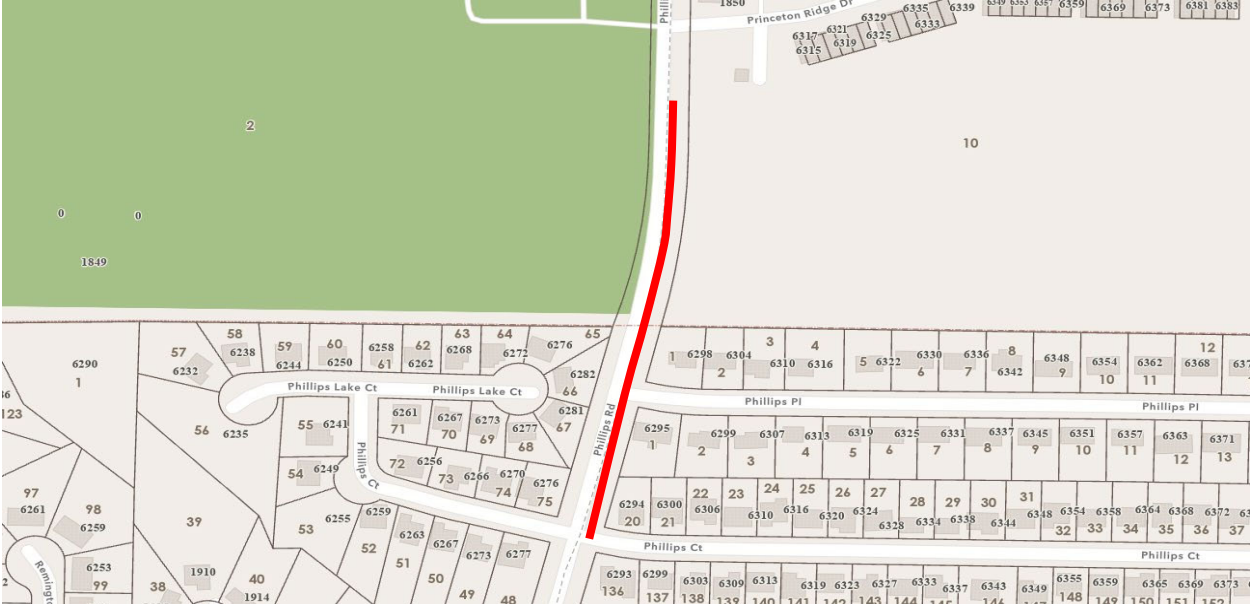


<https://maps.app.goo.gl/7Y3bWAJDdYPtgASd9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING EAST)

6. Phillips Road Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the east side of Phillips Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalk will join existing sidewalks.



6.1 Sidewalk Specifications:

Sidewalk Length: +/- 700 Linear Feet (LF)

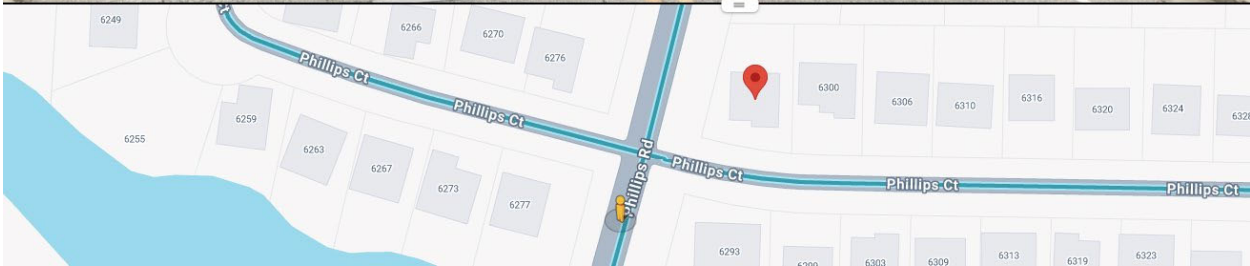
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 6294 Phillips Court

Ends: existing sidewalk at 1850 Phillips Road

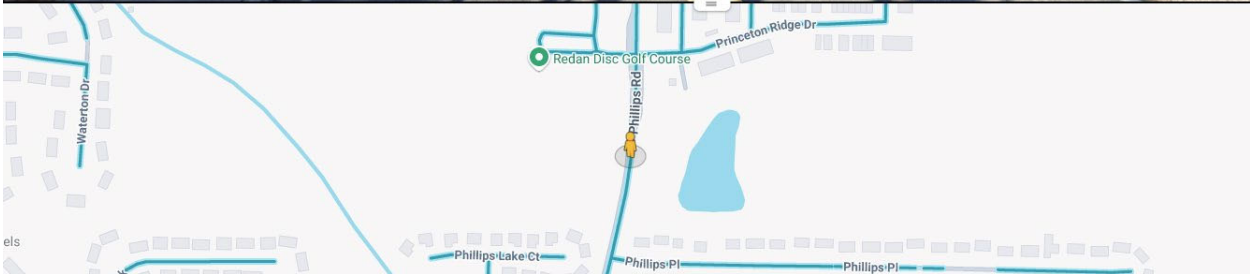
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/ZSnG28gijmdTeQcm6>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING NORTH)

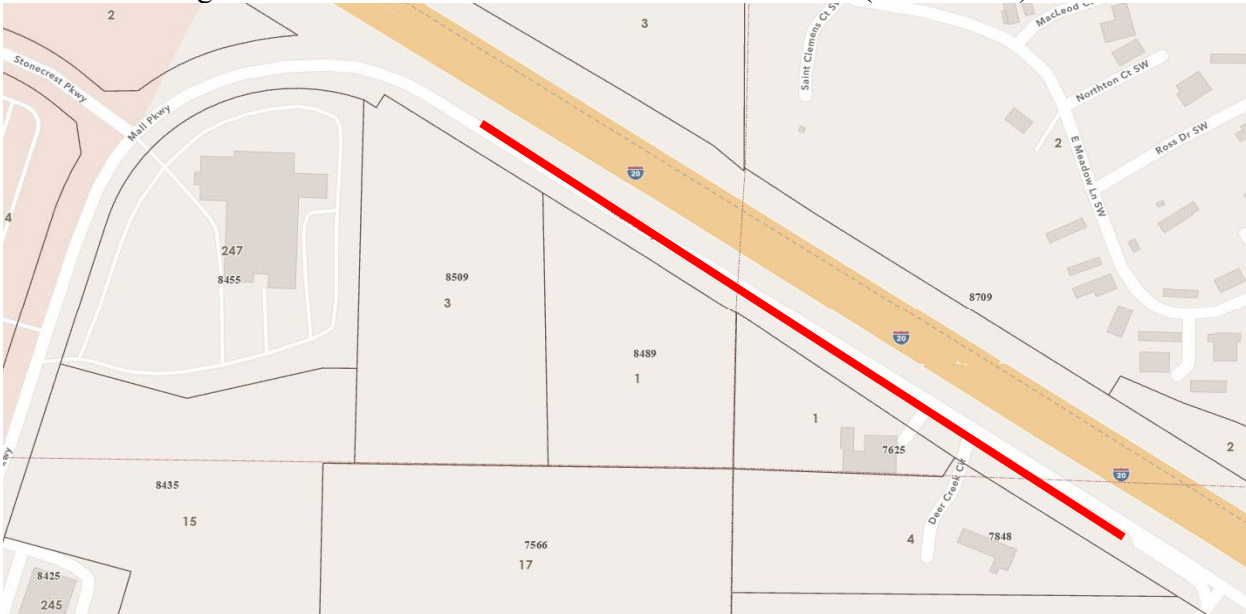


<https://maps.app.goo.gl/45aWntrP3cSbYB6L7>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING NORTH)

## 7. Iris Drive Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Iris Drive. The image below shows an aerial view of the new sidewalk (see red line).



### 7.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

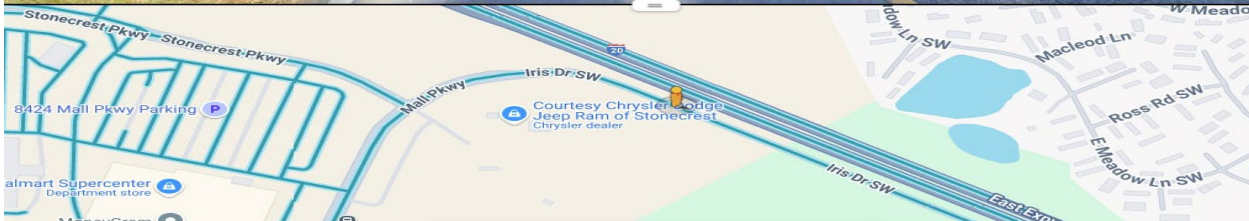
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: 8489 I-20 East Access Road, Lithonia, GA 30038 (AKA Iris Drive SW)

Ends: 7848 I 20 East Access Road Lithonia, GA 30038 (AKA Iris Drive SW)

Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

(map link has old photography and does not show current building at location)

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING SOUTH-EAST)



Photo at left accurately shows the start of the new sidewalk in front of existing storage facility



<https://maps.app.goo.gl/64eP8HiHer45hjAm9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING SOUTHEAST)

## EXHIBIT B COST PROPOSAL

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required, equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

SALEM ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 1700 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey)	\$ 15,770
2. Specifications	\$ 2,500
3. Scope of Work of Bid & Bidding Support	\$ 2,450
4. Engineering Cost Estimate	\$ 1,930
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$ 4,050
<b>TOTAL COST:</b>	<b>\$26,700</b>

B-2

RFP-0010-25  
Sidewalk Design Services  
PROJECT NO. 1 – SALEM ROAD

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

FAIRINGTON ROAD (PHASE II) SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey)	\$14,370
2. Specifications	\$2,050
3. Scope of Work of Bid & Bidding Support	\$3,400
4. Engineering Cost Estimate	\$1,480
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$3,600
<b>TOTAL COST:</b>	
\$24,900	

B-2

RFP-0010-25  
 Sidewalk Design Services  
 PROJECT NO. 2 – FAIRINGTON ROAD (PHASE II)

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

PHILLIPS ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 700 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey	\$11,890
2. Specifications	\$1,730
3. Scope of Work of Bid & Bidding Support	\$2,580
4. Engineering Cost Estimate	\$1,200
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$2,900
<b>TOTAL COST:</b>	
	\$20,300

B-2

RFP-0010-25  
 Sidewalk Design Services  
 PROJECT NO. 3 – PHILLIPS ROAD

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

IRIS DRIVE SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey	\$12,520
2. Specifications	\$2,230
3. Scope of Work of Bid & Bidding Support	\$2,750
4. Engineering Cost Estimate	\$1,600
5. GDOT Encroachment Permit (where applicable)	\$10,200
6. Utility Coordination before and during construction & Limited Construction	\$3,700
<b>TOTAL COST: \$33,000</b>	

B-2

RFP-0010-25  
 Sidewalk Design Services  
 PROJECT NO. 4 – IRIS DRIVE