



## CITY OF STONECREST, GEORGIA

### CITY COUNCIL WORK SESSION – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, July 08, 2024 at 6:00 PM

*Mayor Jazzmin Cobble*

*Council Member Tara Graves - District 1      Council Member Terry Fye - District 2*

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

*Council Member Tammy Grimes - District 5*

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

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

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

**III. AGENDA DISCUSSION ITEMS**

- a. For Decision** - 2024 Street Resurfacing Vendor Recommendation - *Hari Karikaran, City Engineer*
- b. For Decision** - Shade Structures Installation Contract Recommendation - *Hari Karikaran, City Engineer*
- c. For Discussion** - ARPA Update - *Gia Scruggs, City Manager*
- d. For Discussion** - Charter Review Commission Bylaws - *George Turner, Mayor Pro Tem*

**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*

**V. 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 COUNCIL AGENDA ITEM

**SUBJECT: 2024 Street Resurfacing Vendor Recommendation**

**AGENDA SECTION:** *(check all that apply)*

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

**CATEGORY:** *(check all that apply)*

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

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

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

**Current Work Session:** Monday, July 8, 2024

**Current Council Meeting:** Click or tap to enter a date.

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

**PRESENTER:** Hari Karikaran, City Engineer

**PURPOSE:** Seeking Approval from Council for 2024 Street Resurfacing Contract

**FACTS:** Purchasing Division published an Invitation to Bid (ITB) for 2024 Annual Street Resurfacing on May 24, 2024. This solicitation was closed on June 28, 2024. City received Eight bids by the Bid closing date. Blount Construction Company, Inc. submitted responsive and responsible bid at the cost of \$3,819,943.30. City Engineer is recommending that the Council award a Contract to Blount Construction Company, Inc.

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

**RECOMMENDED ACTION:** City Engineer recommends approval of a Contract with Blount Construction Company, Inc. for 2024 Annual Street Resurfacing for the amount of \$3,819,943.30.

**ATTACHMENTS:**

- (1) Attachment 1 - Proposed paving list
- (2) Attachment 2 - Contract between City of Stonecrest and Blount Construction Company, Inc.
- (3) Attachment 3 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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

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



# 2024 Annual Street Paving List

Item III. a.

NO	On Street	From Street	To Street	Subdivision
1	Terrytown Ln	EOP	Lyons Rd	SLEEPY HOLLOW
2	Wellington Chase Ct	Covington Hwy	EOP	WELLINGTON CHASE TOWNHOMES
3	Mill View Way	EOP	Spring Mill Cir	HARBOR MILL
4	Mill View Way	Spring Mill Cir	Salem Rd	HARBOR MILL
5	Spring Mill Cir	EOP	Mill View Way	HARBOR MILL
6	Spring Mill Cir	Mill View Way	EOP	HARBOR MILL
7	W Fairington Pkwy	Panola Rd	Turnberry Pl	
8	W Fairington Pkwy	Turnberry Pl	Turnberry Pl (Gated Access)	
9	W Fairington Pkwy	Turnberry Pl (Gated Access)	Buckingham Way	
10	W Fairington Pkwy	Buckingham Way	Fairington Pkwy	
11	Fairington Pkwy	Fairington Pkwy	W Fairington Pkwy	
12	Springtree Ct E	Springtree Dr	EOP	SPRINGTREE
13	Springtree Ct W	EOP	Springtree Dr	SPRINGTREE
14	Springtree Dr	Browns Mill Rd	Springtree Ct W	SPRINGTREE
15	Cumberland Green Dr	Snapfinger Rd	Cumberland Way	CUMBERLAND GREEN
16	Cumberland Green Dr	Cumberland Way	Cumberland Ct	CUMBERLAND GREEN
17	Cumberland Green Dr	Cumberland Ct	EOP	CUMBERLAND GREEN
18	Cumberland Way	EOP	Cumberland Green Dr	CUMBERLAND GREEN
19	Cumberland Way	Cumberland Green Dr	EOP	CUMBERLAND GREEN
20	Belmont Ridge Cir	Belmont Ridge Dr	Manchester Ln	BELMONT RIDGE
21	Belmont Ridge Cir	Manchester Ln	Belmont Ridge Dr	BELMONT RIDGE
22	Belmont Ridge Dr	Evans Mill Rd	Belmont Ridge Cir	BELMONT RIDGE
23	Belmont Ridge Dr	Belmont Ridge Cir	Belmont Ridge Cir	BELMONT RIDGE
24	Belmont Ridge Dr	Belmont Ridge Cir	EOP	BELMONT RIDGE
25	Manchester Ln	Belmont Ridge Cir	EOP	BELMONT RIDGE
26	Invermere Ct	Invermere Woods Ct	EOP	INVERMERE
27	Invermere Trl	Invermere Woods Ct	EOP	INVERMERE
28	Invermere Woods Ct	Thompson Mill Rd	Invermere Ct	INVERMERE
29	Invermere Woods Ct	Invermere Ct	Invermere Trl	INVERMERE
30	Invermere Woods Ct	Invermere Trl	EOP	INVERMERE
31	Abbot Ln	Brenda Ann Dr	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
32	Apa Ln	Stonebridge Creek Dr	Rambling Way	STONEBRIDGE CREEK ESTATES
33	Apa Ln	Rambling Way	Pole Creek Dr	STONEBRIDGE CREEK ESTATES
34	Brenda Ann Dr	Russ Ln	Abbot Ln	STONEBRIDGE CREEK ESTATES
35	Brenda Ann Dr	Abbot Ln	Rambling Way	STONEBRIDGE CREEK ESTATES
36	Chee Chee Cv	EOP	Rambling Way	STONEBRIDGE CREEK ESTATES
37	Kendra Ct	Stonebridge Creek Dr	Pole Creek Dr	STONEBRIDGE CREEK ESTATES
38	Kendra Ln	Stonebridge Creek Dr	Pole Creek Dr	STONEBRIDGE CREEK ESTATES
39	Mathews Dr	Shaffers Way	Rambling Way	STONEBRIDGE CREEK ESTATES
40	Pole Creek Ct	Stonebridge Creek Dr	Rambling Way	STONEBRIDGE CREEK ESTATES
41	Pole Creek Ct	Rambling Way	EOP	STONEBRIDGE CREEK ESTATES
42	Pole Creek Dr	EOP	Kendra Ln	STONEBRIDGE CREEK ESTATES
43	Pole Creek Dr	Kendra Ln	Kendra Ct	STONEBRIDGE CREEK ESTATES
44	Pole Creek Dr	Kendra Ct	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
45	Pole Creek Dr	Stonebridge Creek Ln	Apa Ln	STONEBRIDGE CREEK ESTATES
46	Pole Creek Dr	Apa Ln	Rambling Way	STONEBRIDGE CREEK ESTATES
47	Rambling Way	Rambling Way	Shaffers Way	STONEBRIDGE CREEK ESTATES
48	Rambling Way	Shaffers Way	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
49	Rambling Way	Stonebridge Creek Ln	Russ Ln	STONEBRIDGE CREEK ESTATES
50	Rambling Way	Russ Ln	Chee Chee Cv	STONEBRIDGE CREEK ESTATES
51	Rambling Way	Chee Chee Cv	Shaffers Way	STONEBRIDGE CREEK ESTATES
52	Rambling Way	Shaffers Way	Brenda Ann Dr	STONEBRIDGE CREEK ESTATES
53	Rambling Way	Brenda Ann Dr	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
54	Rambling Way	Stonebridge Creek Ln	Mathews Dr	STONEBRIDGE CREEK ESTATES
55	Rambling Way	Mathews Dr	DS@258N Mathews Dr	STONEBRIDGE CREEK ESTATES
56	Rambling Way	DS@258N Mathews Dr	Stonebridge Creek Dr	STONEBRIDGE CREEK ESTATES
57	Rambling Way	Stonebridge Creek Dr	Pole Creek Ct	STONEBRIDGE CREEK ESTATES
58	Rambling Way	Pole Creek Ct	Pole Creek Dr	STONEBRIDGE CREEK ESTATES

# 2024 Annual Street Paving List

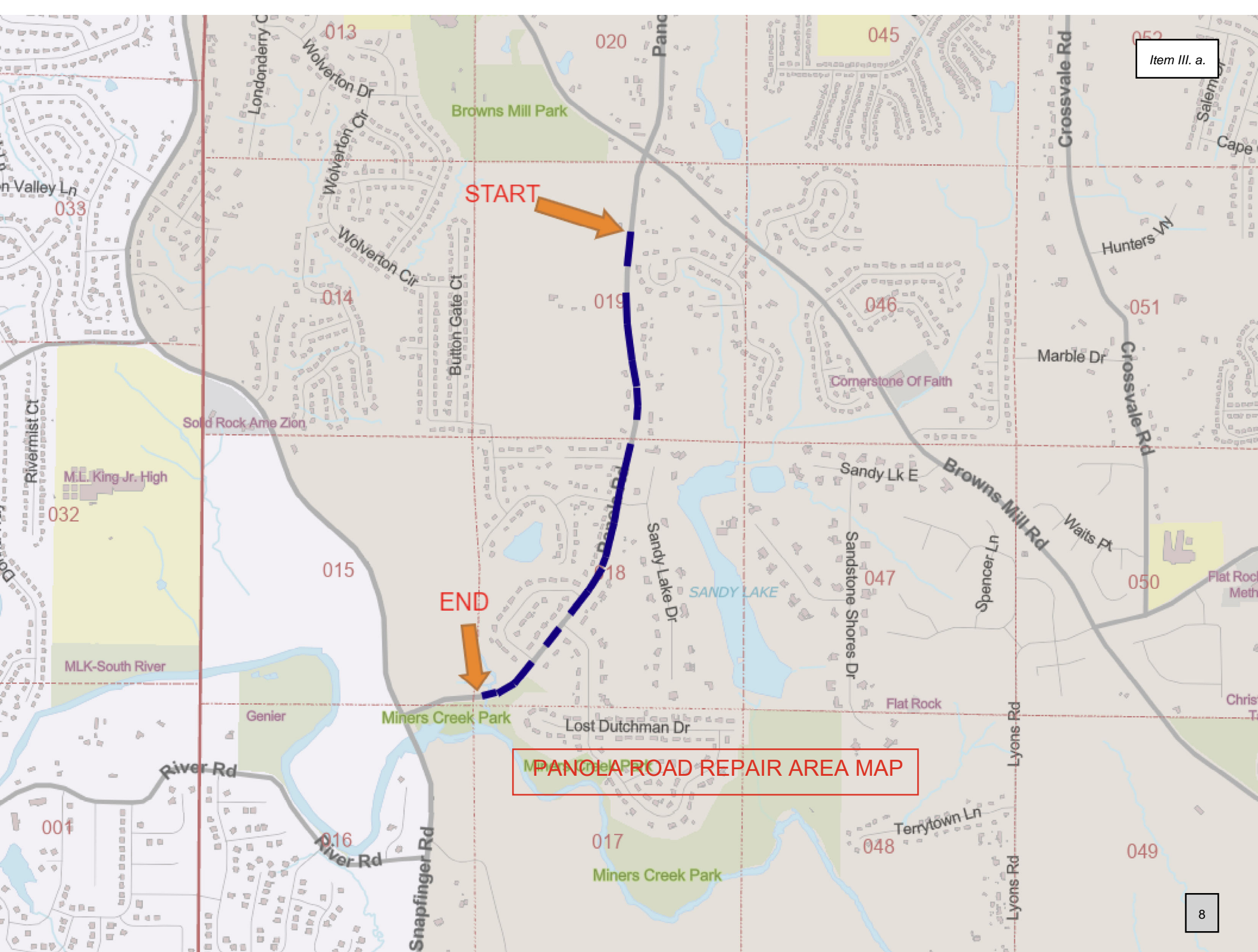
Item III. a.

NO	On Street	From Street	To Street	Subdivision
59	Rambling Way	Pole Creek Dr	Apa Ln	STONEBRIDGE CREEK ESTATES
60	Russ Ln	Rambling Way	Shaffers Way	STONEBRIDGE CREEK ESTATES
61	Russ Ln	Shaffers Way	Brenda Ann Dr	STONEBRIDGE CREEK ESTATES
62	Russ Ln	Brenda Ann Dr	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
63	Shaffers Way	Rambling Way	Russ Ln	STONEBRIDGE CREEK ESTATES
64	Shaffers Way	Russ Ln	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
65	Shaffers Way	Stonebridge Creek Ln	Mathews Dr	STONEBRIDGE CREEK ESTATES
66	Shaffers Way	Mathews Dr	Rambling Way	STONEBRIDGE CREEK ESTATES
67	Stonebridge Creek Dr	EOP	Kendra Ln	STONEBRIDGE CREEK ESTATES
68	Stonebridge Creek Dr	Kendra Ln	Kendra Ct	STONEBRIDGE CREEK ESTATES
69	Stonebridge Creek Dr	Kendra Ct	Stonebridge Creek Ln	STONEBRIDGE CREEK ESTATES
70	Stonebridge Creek Dr	Stonebridge Creek Ln	Apa Ln	STONEBRIDGE CREEK ESTATES
71	Stonebridge Creek Dr	Apa Ln	Pole Creek Ct	STONEBRIDGE CREEK ESTATES
72	Stonebridge Creek Dr	Pole Creek Ct	Rambling Way	STONEBRIDGE CREEK ESTATES
73	Stonebridge Creek Dr	Rambling Way	Marbut Rd	STONEBRIDGE CREEK ESTATES
74	Stonebridge Creek Ln	Phillips Rd	Rambling Way	STONEBRIDGE CREEK ESTATES
75	Stonebridge Creek Ln	Rambling Way	Shaffers Way	STONEBRIDGE CREEK ESTATES
76	Stonebridge Creek Ln	Shaffers Way	Russ Ln	STONEBRIDGE CREEK ESTATES
77	Stonebridge Creek Ln	Russ Ln	Abbot Ln	STONEBRIDGE CREEK ESTATES
78	Stonebridge Creek Ln	Abbot Ln	Rambling Way	STONEBRIDGE CREEK ESTATES
79	Stonebridge Creek Ln	Rambling Way	Stonebridge Creek Dr	STONEBRIDGE CREEK ESTATES
80	Stonebridge Creek Ln	Stonebridge Creek Dr	Pole Creek Dr	STONEBRIDGE CREEK ESTATES
81	Salem Chapel Dr	EOP	Salem Springs Dr	SALEM HILLS
82	Salem Glen Rd	Salem Springs Dr	Salem Rd	SALEM HILLS
83	Salem Hills Ct	EOP	Salem Springs Dr	SALEM HILLS
84	Salem Hills Ct	Salem Springs Dr	EOP	SALEM HILLS
85	Salem Hills Dr	EOP	Salem Springs Pl	SALEM HILLS
86	Salem Hills Dr	Salem Springs Pl	Salem Rd	SALEM HILLS
87	Salem Kirk Dr	EOP	Salem Springs Dr	SALEM HILLS
88	Salem Meadows Ct	EOP	Salem Meadows Dr	SALEM HILLS
89	Salem Meadows Dr	EOP	Salem Meadows Ct	SALEM HILLS
90	Salem Meadows Dr	Salem Meadows Ct	Salem Springs Dr	SALEM HILLS
91	Salem Springs Ct	EOP	Salem Springs Dr	SALEM HILLS
92	Salem Springs Dr	Salem Hills Ct	Salem Springs Pl	SALEM HILLS
93	Salem Springs Dr	Salem Springs Pl	Salem Kirk Dr	SALEM HILLS
94	Salem Springs Dr	Salem Kirk Dr	Salem Chapel Dr	SALEM HILLS
95	Salem Springs Dr	Salem Chapel Dr	Salem Meadows Dr	SALEM HILLS
96	Salem Springs Dr	Salem Meadows Dr	Salem Springs Ct	SALEM HILLS
97	Salem Springs Dr	Salem Springs Ct	Salem Glen Rd	SALEM HILLS
98	Salem Springs Dr	Salem Glen Rd	EOP	SALEM HILLS
99	Salem Springs Pl	Salem Springs Dr	Salem Hills Dr	SALEM HILLS
100	Salem Springs Pl	Salem Hills Dr	EOP	SALEM HILLS
101	Arabian Ter	Arabian Woods Dr	Bagdad Ct	ARABIAN WOODS
102	Arabian Ter	Bagdad Ct	Klondike Rd	ARABIAN WOODS
103	Arabian Woods Dr	Woodrow Dr	Arabian Ter	ARABIAN WOODS
104	Arabian Woods Dr	Arabian Ter	EOP	ARABIAN WOODS
105	Bagdad Ct	EOP	Arabian Ter	ARABIAN WOODS
106	Saddlegate Pl	W Saddleridge Dr	EOP	SADDLERIDGE
107	Saddleridge Dr	EOP	Saddlegate Pl	SADDLERIDGE
108	Saddleridge Dr	Saddlegate Pl	Browns Mill Rd	SADDLERIDGE
109	Bobby Brook Ct	Salem Trl	EOP	OLD SALEM WOODS
110	Cape Cod Ln	Salem Dr	Salem Trl	OLD SALEM WOODS
111	Cape Cod Ln	Salem Trl	Salem Mill Ter	OLD SALEM WOODS
112	Cape Cod Ln	Salem Mill Ter	Bay Shore Ct	OLD SALEM WOODS
113	Salem Dr	EOP	Cape Cod Ln	OLD SALEM WOODS
114	Salem Dr	Cape Cod Ln	Salem Pl	OLD SALEM WOODS
115	Salem Dr	Salem Pl	Salem Trl	OLD SALEM WOODS
116	Salem Mill Ter	EOP	Cape Cod Ln	OLD SALEM WOODS

# 2024 Annual Street Paving List

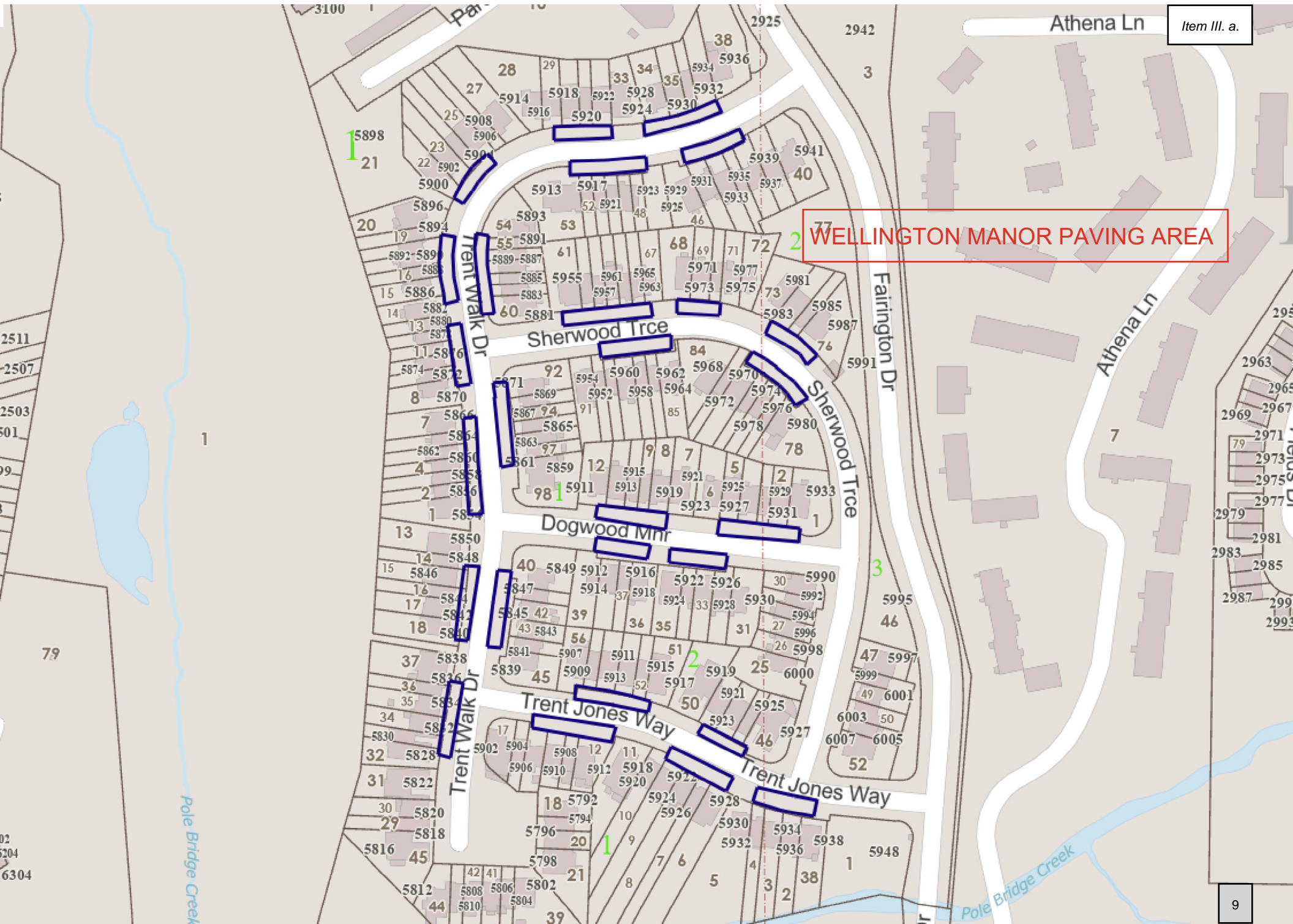
Item III. a.

NO	On Street	From Street	To Street	Subdivision
117	Salem Pl	EOP	Salem Dr	OLD SALEM WOODS
118	Salem Ter	Salem Trl	Salem Rd	OLD SALEM WOODS
119	Salem Trl	Cape Cod Ln	Bobby Brook Ct	OLD SALEM WOODS
120	Salem Trl	Bobby Brook Ct	Salem Dr	OLD SALEM WOODS
121	Salem Trl	Salem Dr	Salem Ter	OLD SALEM WOODS
122	Salem Trl	Salem Ter	EOP	OLD SALEM WOODS
123	Mahonia Pl	EOP	Bob White Run	THE CHESTNUT LAKE PRESERVE
124	Mahonia Pl	Bob White Run	Bob White Run	THE CHESTNUT LAKE PRESERVE
125	Mahonia Pl	Bob White Run	Browns Mill Ferry Rd	THE CHESTNUT LAKE PRESERVE
126	Red Bone Way	Bob White Run	Browns Mill Ferry Rd	THE CHESTNUT LAKE PRESERVE
127	Setters Way	Bob White Run	Browns Mill Ferry Rd	THE CHESTNUT LAKE PRESERVE
128	Bob White Run	Mahonia Pl	Setters Way	THE CHESTNUT LAKE PRESERVE
129	Bob White Run	Setters Way	Red Bone Way	THE CHESTNUT LAKE PRESERVE
130	Bob White Run	Red Bone Way	Mahonia Pl	THE CHESTNUT LAKE PRESERVE



PANOLA ROAD REPAIR AREA MAP





## **Invitation to Bid 24-04** **2024 Street Resurfacing for Stonecrest, Georgia**

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Blount Construction Company, Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

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

### **1. TERMS:**

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate at the end of one hundred eighty (180) calendar days (“Initial Term”) from the Notice to Proceed, in accordance with the Contract Documents. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

### **2. ATTACHMENTS:**

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

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work.
Exhibit C:	Bonding Requirements
Exhibit D:	Drug-Free Workplace
Exhibit E:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	Non-Collusion Affidavit.
Exhibit I:	References.
Exhibit J:	Cost Proposal.
Exhibit K:	2024 Street Resurfacing List.
Exhibit L:	Area Maps
Exhibit M:	DBE Participation Form

### **3. PERFORMANCE:**

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

**4. PRICE:**

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

**5. INDEMNIFICATION AND HOLD HARMLESS:**

[See Section 12 of General Conditions]

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

**6. TERMINATION FOR CAUSE:**

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

**7. TERMINATION FOR CONVENIENCE:**

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

**8. TERMINATION FOR FUND APPROPRIATION:**

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

**9. CONTRACT NOT TO DISCRIMINATE:**

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

**10. ASSIGNMENT:**

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

**11. WAIVER:**

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

**12. SEVERABILITY:**

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

**13. GOVERNING LAW:**

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

**14. MERGER CLAUSE:**

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

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

*Signatures on the following page.*



**STONECREST, GEORGIA**

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

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
Denmark Ashby, LLC, City Attorney

**SERVICE PROVIDER: BLOUNT CONSTRUCTION COMPANY, INC**

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

ATTEST:  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**EXHIBIT A**  
**GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **1. SCOPE OF WORK**

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

### **2. REGULATIONS**

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

### **3. SERVICE PROVIDER'S PERSONNEL**

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of

drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
  - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
  - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
  - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

#### **4. TOOLS AND EQUIPMENT**

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

#### **5. PERFORMANCE REQUIREMENTS**

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

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

## **6. CONFIDENTIAL INFORMATION**

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

## **7. USE OF PREMISES**

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

## **8. SAFETY AND PROTECTION**

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

for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

## **9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all Subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to [payables@stonecrestga.gov](mailto:payables@stonecrestga.gov).
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

## **10. COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of

Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

## **11. SERVICE PROVIDER'S LIABILITY**

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its Subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

## **12. INDEMNIFICATION AND INSURANCE**

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

made or suit instituted against the Service Provider because of its activities in performance of the Contract.

- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 12.7 Insurance
  - 12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:



**CONTRACTS FOR UP TO \$50,000**

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

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

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

**CONTRACTS FOR MORE THAN \$50,000**

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

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

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

**CONTRACTS FOR UP TO \$50,000****CONTRACTS FOR MORE THAN \$50,000****LIMITS OF LIABILITY:**

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

*\*These are automatic  
minimums*

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

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

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

12.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.7, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

### 13. LIABILITY INSURANCE

All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less than a "B+" Financial Rating and a Financial Size Category

of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). . If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **14. CONTRACT ADJUSTMENTS**

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

#### **15. SUBCONTRACTORS**

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified Subcontractor which is approved in advance by the City. Such Subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the Subcontractor must be disclosed in writing to the City Manager. Goods and services provided by Subcontractors which are reimbursed by the City must be bona fide arm’s-lengths transactions. In the event a Subcontractor is employed, the Service Provider shall continuously monitor the Subcontractor’s performance, shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly.

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

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a Subcontractor and, in such contractual arrangement; the Subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any

Subcontractor a party to this Contract, nor make such Subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a Subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a Subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a Subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

## 16. DEFAULT AND TERMINATION

### 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City

terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- 16.3.1 In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
- 16.3.2 In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.
- 16.3.3 Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or

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

- 16.3.4 In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

## **17. CITY'S AUTHORIZED REPRESENTATIVE**

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

## **18. ASSIGNMENT**

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

## **19. NOTICES**

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

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

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

Service Provider: **Blount Construction Company, Inc.**  
**1730 Sands Place**  
**Marietta, GA 30067**

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

## 20. NONDISCRIMINATION

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

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

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

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

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

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

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

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

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of

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

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

## 21. COPYING DOCUMENTS

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

## 22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract



shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any Subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a Subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its Subcontractors.
- 22.15 The Service Provider and its Subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its Subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and Subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and Subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and Subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or

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

- 22.16 The Service Provider and Subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages ( including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

### **23. GRATUITIES, REBATES, OR KICKBACKS.**

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor to this Contract to the prime contract or higher tie Subcontractor, or any person associated therewith, as an inducement for a Subcontractor or order.

*End of General Condition*

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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

### **Introduction**

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids for ITB 24-04 2024 Street Resurfacing for Stonecrest, Georgia from responsible bidders.

## **II. SCOPE OF WORK**

### **Contract Duration:**

One hundred eighty (180) calendar days.

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

All streets are to be patched, milled, resurfaced, and/or re-stripped per the following specifications.

### **Local Streets**

List of roads are provided in Exhibit K. All roads within the following subdivisions and a section of West Fairington Parkway are included in this section of paving.

Sleepy Hollow  
Wellington Chase Townhomes  
Harbor Mill  
Springtree  
Cumberland Green  
Belmont Ridge  
Invermere  
Stonebridge Creek Estates  
Salem Hills  
Arabian Woods  
Saddleridge  
Old Salem Woods  
The Chestnut Lake Preserve

### **Specification**

Mill 1.5 inches of the surface, paid in SY.

Patch areas as approved by the Engineer using 19 MM Superpave, paid in TN.

Overlay 1.5 inches of 9.5 MM Superpave, paid in TN.

### **Panola Road**

Panola Road was paved within the past five years. The city is proposing to perform repair work on damaged sections of Panola Road. Area that requires repair work will be marked by Spray paint by the city. Some sections will have regular patching and some areas will have deep patching.

The city is proposing to close Panola Road to traffic during work and allow local traffic only. Traffic Control shall include signs and Flagman during the work. Two message Boards (Road Closed for Thru Traffic) shall be included in Traffic Control. The city will consider nighttime work on Panola Road.

Both Deep patching and regular patching areas will be milled 2 inches and overlaid with 2 inches of 19 MM Superpave. Scope of work for milling includes saw cutting and haul off.

**Specification for Deep Patching Area:** Deep Patching area will be identified on site By Engineer's Representative. This item will be paid by Square Yard, inclusive of milling, haul off excessive material, placement of GAB, compaction, application of tack coat and patching.

Milling – 10"

Placing/Compacting – 8" of GAB

Placing 2" of 19 mm asphalt concrete for patching

**Specification for Regular Patching Area:** Regular Patching area will be identified on site By Engineer's Representative. Regular patching area will be measured in Tonnage.

Patching 2" of 19 mm asphalt concrete (TN)

### **Wellington Manor Parking Lot**

The streets at Wellington Manor were paved last year, and the scope of work includes paving parking spaces only. The contractor shall provide notification to residents of Wellington Townhomes seven days prior to paving the parking area.

### **1. GENERAL CONDITIONS**

- 1.1** The Contractor shall execute the work according to and meet the requirements of the following:
  - 1.1.1** Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
  - 1.1.2** The Contract Documents including but not limited to the scope of work, and specifications;
  - 1.1.3** City of Stonecrest ordinances and regulations;
  - 1.1.4** OSHA standards and guidelines
  - 1.1.5** 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.
- 1.2** The Contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.
- 1.3** The Contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.
- 1.4** Materials must come from GDOT approved sources. The Contractor will be required to submit in writing a list of proposed sources of materials. 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 have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

- 1.5 The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.
- 1.6 Ten percent (10%) retainage will be withheld from the total amount due the Contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

## **2. PROSECUTION AND PROGRESS**

- 2.1 The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by August 26, 2022. The Contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).
- 2.2 Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.
- 2.3 Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.). No lane closures will be allowed on major streets except between the hours of 9:00AM to 4:00PM as noted in the Special Conditions section of this ITB.
- 2.4 The work will require Contractor to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.
- 2.5 The Contractor shall be assessed liquidated damages in the amount of two hundred dollars (\$200.00) per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by December 31, 2024. Liquidated damages shall be deducted from the 10% retainage held by the City. The Contractor will also be assessed liquidated damages for not completing any required Punch List work within forty-five (45) calendar days.
- 2.6 The Contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.
- 2.7 The standard order of operations for resurfacing shall be as follows:
  - 2.7.1 Milling.
  - 2.7.2 Patching.
  - 2.7.3 Leveling.
  - 2.7.4 Resurfacing.
  - 2.7.5 Thermoplastic Striping.
  - 2.7.6 Raised Pavement Markers.
- 2.8 The Contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.
- 2.9 The Contractor shall submit a two-week advance schedule every **Friday by 2:00 p.m.** detailing scheduled activities for the following week.



### **3. PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### **4. MATERIALS**

The City will provide Construction Engineering & Inspections (CEI) staff to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

### **5. PUBLIC NOTIFICATION**

The Contractor shall be responsible for installing notification signs at all entrances to subdivisions that are to be resurfaced. The notifications are to be installed one week prior to commencement of work. Signs shall be installed on temporary metal stakes driven in the ground or on tripods. Signs are to remain in place until contracted work (except punch list) has been completed and accepted. No separate payment will be made for this work. The City will be responsible for notification to individual property owners.

### **6. EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

**6.1** All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid, and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

**6.2** The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

### **7. TRAFFIC CONTROL**

**7.1** The Contractor shall, at all times, conduct the work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

**7.2** Traffic whose origin and destination is 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 includes 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 signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

- 7.3 Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, 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.
- 7.4 The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.
- 7.5 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. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within twenty-four (24) hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.
- 7.6 Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the overall pricing for the project. There is no separate payment item for Traffic Control.
- 7.7 The Contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.
- 7.8 The Contractor shall be responsible for providing and installing variable message boards at both ends of each major street to be resurfaced, as defined in the Special Conditions section of this ITB. The location and applicability of placing these signs shall be determined by the City. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. This item shall be included in the Traffic Control pay item.

## **8. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

- 8.1 The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- 8.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

## **9. MILLING**

**9.1** 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 ten feet (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.

**9.2** All milled surfaces are to be resurfaced within one week of the milling operation.

## **10. REPAIR OF EXISTING PAVEMENT**

**10.1** 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.

**10.2** 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. 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 seven feet (7 ft.) in width.

**10.3** Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning and all other incidental work. The Contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

## **11. BITUMINOUS TACK COAT**

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for asphalt.

## **12. ASPHALT CONCRETE PAVING**

**12.1** Topping course shall be 19 mm and 9.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content) as indicated in the bid schedule.

**12.2** The contract does not include paving of any recreational areas within the subdivisions (i.e. parking lots, asphalt trails, etc.).

**12.3** The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

**12.4** Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

**12.5** The Contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roads in this contract.

### **13. ADJUSTING UTILITY STRUCTURES TO GRADE**

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The Contractor shall coordinate required utility adjustments with the City Site Inspector.

### **14. THERMOPLASTIC PAVEMENT MARKINGS**

**14.1** This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than sixty (60) calendar days after placement of final asphalt lift. 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 City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified 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 five inch (5") solid line.

**14.2** Until permanent pavement markings can be installed, temporary pavement markings are required. There is no pay item for temporary pavement markings. This cost shall be included in the pricing for permanent pavement markings.

**14.3** The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications, where required. RPM's shall be spaced every eight feet (80') where required (every forty feet [40'] along sharp curves) and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

**14.4** 24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed by the City Engineer.

**14.5** Five inch (5") 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 fifty linear feet (50 LF) as directed by the City Engineer.

### **15. SIGNAL SYSTEM REPAIR**

**15.1** This work shall consist of repair and installation of loop detectors damaged as a result of the pulverizing, milling, and paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than seven (7) calendar days after final asphalt lift is placed.

**15.2** Contractor shall immediately notify the City Engineer at (470) 553-2553 when loops are damaged. When loop replacements at an intersection are complete the Contractor shall again notify the City Engineer.

**15.3** Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. 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.

**16. CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

**17. SAFETY**

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

**18. SPECIAL CONDITIONS**

All streets on this project are required for traffic control. Variable Message Signs are to be installed one (1) week in advance of paving operations. Coordinate with City of Stonecrest staff for Panola Road Repair work.

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## 1. Invitation to Bid Submission Requirements

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

## 2. Preparation of Bids

**2.1** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the Supplier's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the Supplier's responsibility to check <https://www.biddirect.com/georgia/cityofstonecrest> for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired and posted to the City of Stonecrest Bidnet portal.

**2.2** The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.

**2.3** No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed by an official authorized to bind the Supplier.

**2.4** The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each Contractor shall state a definite time and avoid using the terms ASAP or approximately so many days.

**2.5** The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

**2.6** Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

## 3. Category of Award

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

## 4. City of Stonecrest Non-Discrimination

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

## 5. Business Enterprises

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

## **6. General Requirements and Qualifications**

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

## **7. Other Considerations**

**7.1** All materials submitted in response to this ITB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the ITB, and selection or rejection of the proposal does not affect this right.

**7.2** Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.

**7.2.1** The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.

**7.2.2** The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this ITB will survive the expiration or termination of the contract.

**7.2.3** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the ITB; to waive any minor informality in the bids; to reject all bids; to terminate the ITB; and to issue a new ITB.

## **8. Award of Contract**

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

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

## **9. Bid Rejections**

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

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

**9.2.1** Is delinquent in the payment of property or other taxes with Stonecrest;

**9.2.2** Is delinquent in the payment of a loan(s) with the City;

**9.2.3** Has had property acquired through foreclosure or a judgment within the past ten (10) years.

**9.2.4** Has outstanding judgments or debts owed to the City;

**9.2.5** Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

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

## **10. Disclaimer/Reservation of Rights**

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

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

## **11. General**

**11.1.1** Although the City may assist in permitting by providing contact information and requirements, the Contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

**11.1.2** The selected Contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

**11.1.3** Stonecrest City Engineering Department reserves the right to utilize the Contractor's name, image, and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

**11.1.4** All gates are common gates, without any adornment, to match fence material, construction, and appearance.

**11.1.5** Any Contractor who has not previously done business with the City and is not listed as a current vendor must supply a current W-9, E-Verify Affidavit and Certificate of Insurance that complies with the City Purchasing Policy and will be required to submit a *Performance Bond* in an amount equal to the total cost of the quote. As per City Purchasing regulations, a letter of credit may be substituted for a Performance Bond, depending on the institution, and reported credit worthiness.

## **12. Disadvantaged Business Enterprise (DBE) Requirements**

**12.1** The City of Stonecrest does not discriminate on the basis of race, color, sex, or national origin. To that end, **a minimum of five percent (5%) of this construction contract must be performed by a DBE certified firm.** In order to qualify as a DBE firm, said firm must be certified as a DBE Contractor by the Georgia Department of Transportation. Please complete the DBE Participation Form.

**12.2** The Contractor is encouraged to make every effort to achieve the minimum 5% DBE participation. However, if the Contractor cannot find sufficient DBE participants to meet this requirement, the City of Stonecrest will consider a bid award with less DBE participation if the Contractor can provide documentation of their good faith efforts.



### **13. Time and Liquidated Damages**

- 13.1** The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than sixty (**60**) calendar days from Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.
- 13.2** The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **14. Substantial Completion**

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

### **15. Time is of the Essence**

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

### **16. Additional Work**

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of

a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

## **17. Hold Harmless Agreement**

The Offeror shall Hold Harmless and indemnify the City of Stonecrest, its past, future and current City Council, and its past, future, and current employees, agents, volunteers or assignees ("City Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's Subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any Subcontractor; (c) the failure of the Offeror or Offeror's Subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's Subcontractor; (e) any security breach involving data in Offeror's or Offeror's Subcontractor's possession, custody or control, or for which Offeror or Offeror's Subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any Subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a City of Stonecrest Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the City of Stonecrest Indemnities.

*Balance of page intentionally left blank*

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

## **18. History and Organizational Structure of the Firm**

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

## **19. References**

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

## **20. Subcontractors**

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

## **21. Previous Default**

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

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-weight: bold;">Blount Construction Company, Inc.</div>																																																								
2 Business name/disregarded entity name, if different from above																																																								
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.																																																							
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____           </div> <div> <input type="checkbox"/> C Corporation    <input checked="" type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate           </div> </div>																																																							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																							
	5 Address (number, street, and apt. or suite no.) See instructions. <div style="text-align: center; font-weight: bold;">1730 SANDS PLACE</div>																																																							
	6 City, state, and ZIP code <div style="text-align: center; font-weight: bold;">MARIETTA, GEORGIA 30067</div>																																																							
	7 List account number(s) here (optional)																																																							
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																																								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <th colspan="9" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 10%;">5</td><td style="width: 10%;">8</td><td style="width: 10%;">-</td><td style="width: 10%;">0</td><td style="width: 10%;">6</td><td style="width: 10%;">7</td><td style="width: 10%;">0</td><td style="width: 10%;">9</td><td style="width: 10%;">9</td> </tr> <tr> <td colspan="9"></td> </tr> </table>	Social security number																		OR									Employer identification number									5	8	-	0	6	7	0	9	9									
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																								
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kelley Payne</i> Date ▶ 6/25/2024																																																							
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																								
Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span>																																																								



### CONTRACTOR'S CERTIFIED QUALIFICATION STATEMENT

Submitted on behalf of

Blount Construction Company, Inc.  
1730 Sands Place, Marietta, GA 30067  
Phone: 770-541-7333 / Fax: 770-541-7340

The company is a Georgia corporation. It was incorporated under its present name in 1956, after operating as George C. Blount & Son Inc. for approximately 10 years.

#### Organization/Management Structure:

<u>Name</u>	<u>Experience</u>	<u>Title</u>
Bob Cathcart	32 years	President
David Faust	29 years	Executive VP
Greg Schultz	32 years	Secretary & Sr Vice President Fleet &
Shawn England	29 years	Equipment VP Estimating & Contract
Mitch Matthews	16 years	Administration Controller
Jason Walker	25 years	VP Base & Paving
Erik van der Heijden	18 years	Estimator /Project Manager
Antwane Calloway	26 years	Estimator /Project Manager
Peter Psychogios	5 years	Estimator /Project Manager
Blake Merritt	5 years	Estimator /Project Manager
Doug Myers	32 years	Superintendent
Raul Chavarria	36 years	Superintendent
Jason Johnston	28 years	Superintendent
Michael Ozburn	14 years	Asst Superintendent
Brad Ketner	33 years	Safety Manager

Blount Construction currently has 170 full time employees, the employees assigned to this project will have extensive experience in all types of work. Blount has been providing service for 78 years. Employees are certified in Traffic control, First Aid, CPR and numerous certifications as required in the industry.

The Company is capable of performing the following work with its own forces:

Public Works Road Maintenance Crews  
Site Work Contract Management and Supervision  
Clearing, Grubbing, Grading, and Erosion Control  
Storm Drainage and Sanitary Sewer  
Concrete Curb and Paving  
Stone Base and Asphalt Paving  
Soil Cement Base  
Stabilization of Unsuitable Subgrade for Grading or Paving  
In-Place reclaiming of Asphalt Paving

The Company is an Prequalified Contractor by the Georgia Department of Transportation, with a current capacity rating of \$394.0 million.

**Project Primary Contact:** Jason Walker, Vice President Jason.Walker@blountconstruction.com (770) 541-7333

**Other Facilities:** Cumming Asphalt Plant (770-887-0579)  
911 Canton Hwy, Cumming, GA 30040

Rome Asphalt Plant (706-234-4051)  
3990 Martha Berry Hwy, Rome, GA 30165

Shop & Equipment Yard (770-564-0431)  
5200 Webb Pkwy, Lilburn, GA 30130

**Legal Actions:** Blount Construction Company, Inc. has not had any legal actions on any past or current projects.

**Equipment:** All equipment is owned.

<b>Insurance Agent:</b>	Yates Insurance Agency 2800 Century Pkwy NE, Suite 300 Atlanta, GA 30345	David Rawson 404-633-4321
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<b>CPA:</b>	Smith, Adcock & Company 6120 Powers Ferry Rd., Suite 250 Atlanta, Georgia 30339	Jeff Woolums 404-252-2208
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**Project References:** City of Dunwoody  
4800 Ashford Dunwoody Road Dunwoody, GA 30338  
David Ayers: 678-382-6854

City of Milton  
2006 Heritage Walk  
Milton, GA 30004  
Matthew Fallstrom: 678-242-2558

Coweta County  
22 East Broad Street  
Newnan, GA 30263  
Bob Palmer: 770-683-7623



**Russell R. McMurtry, P.E., Commissioner**  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

September 21, 2022

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2BL590**

Blount Construction Company, Inc.  
 1730 Sands Place  
 Marietta, GA 30067

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

**MAXIMUM CAPACITY RATING: \$394,000,000.00**

**CERTIFICATE EXPIRES: July 31, 2024**

**PRIMARY WORK CLASS/CODE: 400**

**SECONDARY WORK CLASS(ES)/CODE(S): 205, 209, 301, 310, 424, 432, 441 and 550**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.  
 DN: c=US, e=mmastronardi@dot.ga.gov,  
 o=Georgia Department of Transportation,  
 ou=Division of Construction - Director,  
 cn="Marc Mastronardi, P.E."  
 Date: 2022.09.26 11:03:30-04'00'

Marc Mastronardi, P.E.  
 Chairman, Prequalification Committee/Contractors

MM:TKA



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

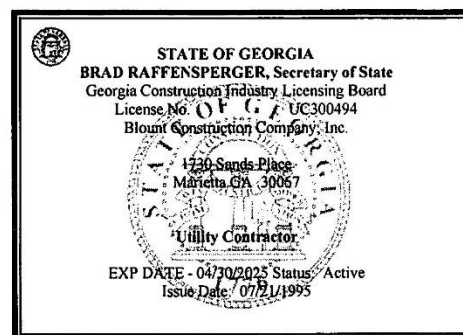
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Blount Construction Company, Inc.  
 1730 Sands Place  
 Marietta GA 30067





# COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649  
(770) 528-8410

**BUSINESS LOCATION**

**1730 SANDS PL**

**DATE ISSUED**

**01-01-2024**

**D/B/A BLOUNT CONSTRUCTION CO INC**

**BLOUNT CONSTRUCTION CO INC**

**1730 SANDS PL**

**MARIETTA, GA 30067**



**CERTIFICATE NUMBER**

**123931**

**FOR YEAR**

**2024**

**CERTIFICATE EXPIRES**

**12-31-2024**

**TYPE GENERAL**



CERTIFICATE MUST BE DISPLAYED  
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES  
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

**BUSINESS DESCRIPTION**

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
655201	LAND DEVELOPMENT	0.00

4332 0.00	4312 0.00	4314 0.00	4316 0.00	4318 0.00	SUB TOTAL \$	0.00
					PENALTY \$	0.00
4545 0.00					INTEREST \$	0.00
					TOTAL \$	0.00

CD - Bus License Certificate, 123931, 2024, BLOUNT CONSTRUCTION CO INC

*E. Maria Wells*

BUSINESS LICENSE DIVISION MANAGER

*Vg*

AUTHORIZED INITIALS

**IMPORTANT NOTICE**

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

PLACE ON DISPLAY

247162

## Questions &amp; Answers - 1

**Project**  
**Buying Organization**

24-04 - 2024 STREET RESURFACING FOR STONECREST, GEORGIA  
City of Stonecrest

No	Question/Answer	Question Date
Q1	<p><b>Question: Pre Bid meeting</b> on the bid documents the pre bid meeting was June 10 at 11:00 via Teams but we were not let in, but then I logged in to bidnet direct and the pre bid meeting said 10:00.</p> <p><b>Answer:</b> The meeting was at 10:00 a.m. Apologies for the misunderstanding.</p>	06/10/2024
Q2	<p><b>Question: Milling width</b> Is all milling to be 1.5" across the entire width of the roadway?</p> <p><b>Answer:</b> Yes, City expects the Contractor to mill 1. Inches for the entire width of the Roadway.</p>	06/14/2024
Q3	<p><b>Question: Milling Depth</b> Regarding roads that are currently paved higher than the gutter line, is it the City's intent that the contractor mill an additional depth if necessary to allow the new asphalt to meet flush with the existing gutter line?</p> <p><b>Answer:</b> City intends to mill 1.5 inches up to the Gutter line and leave the asphalt on top of the Gutter and match the Grade.</p>	06/14/2024
Q4	<p><b>Question: Fairington Parkway</b> Could you further clarify the limits of Fairington Pkwy? It's unclear what section or sections of Fairington Pkwy are to be included in the project.</p> <p><b>Answer:</b> West Fairington Parkway paving projects limits: Starts at the Intersection with Panola Road, ends at Fairington Parkway Intersection.</p>	06/14/2024
Q5	<p><b>Question: Fairington shoulders</b> It appears that many section of Fairington have no curb. Is the contractor going to be responsible for shoulder building and grassing in these areas?</p> <p><b>Answer:</b> West Fairington Parkway is in the ITB, not Fairington Road. West Fairington Parkway has Curb and Gutter for the entire section.</p>	06/14/2024



Jason Walker  
Vice President

**EXHIBIT C**  
**BONDING REQUIREMENTS**

## BONDING REQUIREMENTS

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

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

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

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

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

**EXHIBIT D**  
**DRUG-FREE WORKPLACE**

**EXHIBIT D  
DRUG-FREE WORKPLACE**

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

The undersigned further certifies that:


- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest, Georgia (Service Provider), Blount Construction Company, Inc. (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

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

Blount Construction Company, Inc.

Company Name

 BY: Authorized Officer or Agent (Service Provider Signature)	<u>6/28/2024</u> Date
--	--------------------------

Vice President

Title of Authorized Officer or Agent of Service Provider

Jason Walker

Printed Name of Authorized Officer or Agent

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

## EXHIBIT E

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Blount Construction Company, Inc.Address: 1730 Sands Place, Marietta, Georgia 30067

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.

129210

E Verify™ Company Identification Number

1-4-2008

Date of Authorization

6/28/2024

Date

BY: [Signature]  
Authorized Officer or Agent  
(Jason Walker Vice President)

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE

28 DAY OF JUNE, 2024

[Signature]  
Notary Public

My Commission Expires: 9-16-2025

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



**EXHIBIT E**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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

938085

Federal Work Authorization User Identification Number

1/14/2016

Date of Authorization

Tidwell Traffic Solutions Inc

Name of Subcontractor

ITB 24-04 2024 STREET RESURFACING FOR STONECREST, GEORGIA

Name of Project

The City of Stonecrest Georgia

Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

28 DAY OF June 2024

[Signature]  
Notary Public

[NOTARY SEAL]

My Commission Expires: June 27, 2028



37

**EXHIBIT F**  
**PURCHASING POLICY ADDENDUM**

**EXHIBIT F  
PURCHASING POLICY ADDENDUM**

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

 6/28/24  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

Vice President  
Title of Authorized Officer or Agent of Service Provider

Jason Walker 6/28/2024  
Printed Name of Authorized Officer or Agent      Date

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

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

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

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

1. X I am a United States citizen

**OR**

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

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

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

Date: 6-28-2024

Printed Name: Jason Walker, Vice President

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

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

Subscribed and Sworn Before Me, this the 28 day of July, 2024.

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

My Commission Expires: 9-10-2025



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

**EXHIBIT H**  
**NON-COLLUSION AFADAVIT**

**EXHIBIT H  
NON-COLLUSION AFADAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 28 day of June, 2024

Blount Construction Company, Inc.  
(Name of Organization)

Vice President  
(Title of Person Signing)

(Signature)

24-04  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

COUNTY OF Cobb )

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

Subscribed and sworn to me this 28 day of June, 2024.

Ruby M Payne  
Notary Public Signature

My Commission Expires 9-16-2025



## **EXHIBIT I REFERENCES**



# EXHIBIT I REFERENCES

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

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

1. Company Name: Forsyth County Procurement Department  
Tim Allen  
Contact Name & Title: Assistant Director of Engineering Phone: 770-888-8872  
Address: 514 West Maple Street, Suite 104, Cumming, GA 30040  
Email: tallen@forsythco.com  
Project Name: 2023 Resurfacing Project Contract Period: 2023-2024
  
2. Company Name: Coweta County  
Contact Name & Title: Todd Handley Director of PW Phone: 770-254-3775  
Address: 21 East Washington Street, Newnan, GA 30263  
Email: thandley@coweta.ga.us  
Project Name: Various Resurfacing Projects Contract Period: 2021-2024
  
3. Company Name: City of Milton  
Contact Name & Title: Matthew Fallstrom Director of PW Phone: 678-242-2558  
Address: 2006 Heritage Walk, Milton, GA 30004  
Email: Matthew.Fallstrom@cityofmiltonga.us  
Project Name: Resurfacing Project 23'24 Contract Period: 2023-2024

**EXHIBIT J**  
**COST**

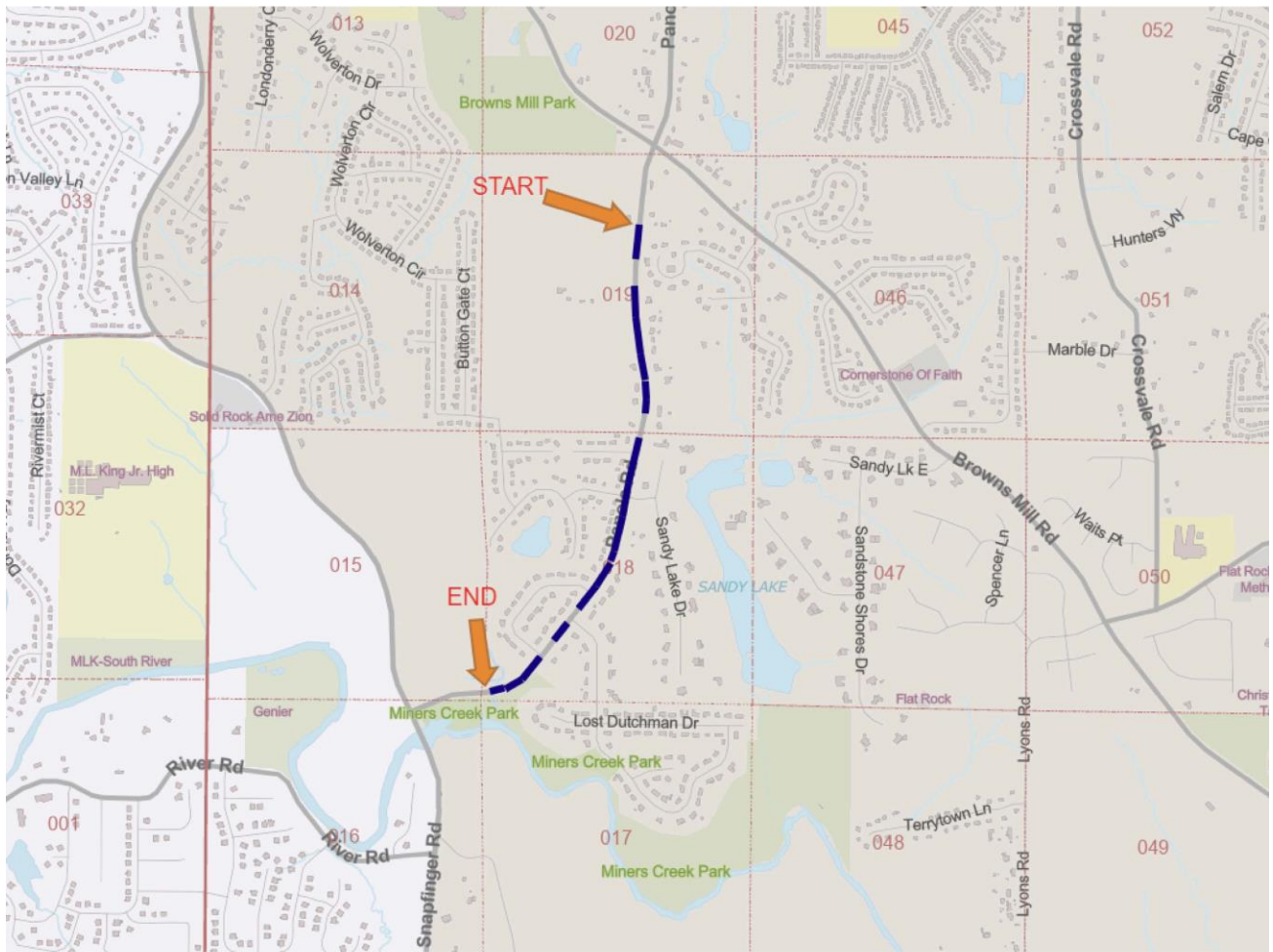
**EXHIBIT J**  
**2024 Street Resurfacing Bid Schedule**

Pay Item	Description	QTY	Unit	Unit Price	Total Price
150-1001	Traffic Control	1	LS	\$221,418.67	\$221,418.67
215-0250	Undercut Excavation and Disposal of Materials (As directed by City Engineer)	50	SY	\$37.82	\$1,891.00
310-1101	Graded Aggregate Base-Including material (As directed by City Engineer)	50	TN	\$55.05	\$2,752.50
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	187,316	SY	\$2.55	\$477,655.80
402-1802	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime	4,121	TN	\$164.21	\$676,709.41
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	15,454	TN	\$125.02	\$1,932,059.08
413-1000	Bitum Tack Coat	94,000	GL	\$0.25	\$23,500.00
611-8050	Adjust Manhole to Grade	244	EA	\$428.20	\$104,480.80
611-8140	Adjust Utility valves to Grade	5	EA	\$208.74	\$1,043.70
653-0110	Thermoplastic PVMT Marking, Arrow TYPE 1	18	EA	\$106.00	\$1,908.00
653-0120	Thermoplastic, Marking Arrow TYPE 2	15	EA	\$106.00	\$1,590.00
653-1501	Thermoplastic, 5 IN Solid Double Yellow	2,960	LF	\$1.27	\$3,759.20
653-1502	Thermoplastic, 5 IN Solid Yellow	368	LF	\$0.64	\$235.52
653-1704	Thermoplastic, 5 IN Skip White	920	GLF	\$0.64	\$588.80
653-1804	Thermoplastic, 5 IN Solid White	6,724	LF	\$0.64	\$4,303.36
653-3501	Thermoplastic, 12 IN Solid White	228	LF	\$6.36	\$1,450.08
653-3502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow		GLF	\$0.64	
<b>Total, Streets</b>					
<b>Wellington Manor Parking Spaces Paving</b>					
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	3,528	SY	\$8.84	\$31,187.52
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	330	TN	\$197.11	\$65,046.30
413-1000	Bitum. Tack Coat	2,000	GL	\$0.25	\$500.00
<b>Total, Wellington Manor</b>					
<b>Panola Road Repair</b>					
150-1001	Traffic Control	1	LS	\$13,809.66	\$13,809.66
432-0212	Mill Asphalt Concrete Pavement, 2.0 in depth.	4,000	SY	\$6.03	\$24,120.00
	Recycled /asphalt Concrete 19 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	440	TN	\$146.13	\$64,297.20
402-1802	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime	290	TN	\$183.33	\$53,165.70
	Deep Patching and Paving *	1,400	SY	\$79.09	\$110,726.00
413-1000	Bitum. Tack Coat	1250	GL	\$0.25	\$312.50
653-1501	Thermoplastic, 5 IN Solid Double Yellow	750	LF	\$1.27	\$952.50
653-1804	Thermoplastic, 5 IN Solid White	750	LF	\$0.64	\$480.00
<b>Total, Panola Road Repair</b>					
<b>2024 Street Resurfacing Bid</b>		<b>Total Bid Price</b>			<b>\$3,819,943.30</b>

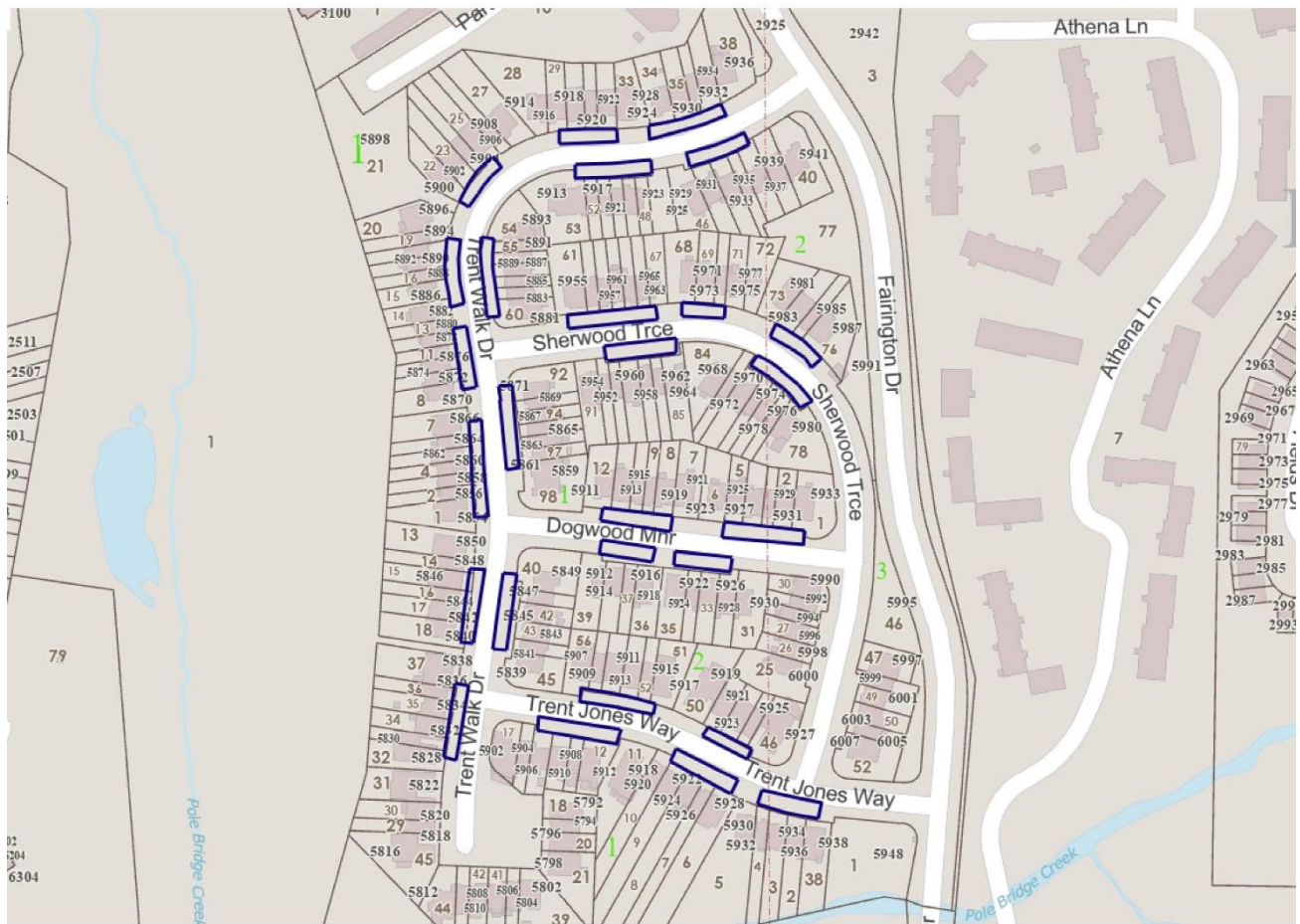
**EXHIBIT K**  
**2024 STREET RESURFACING LIST**

**PLEASE SEE SEPARATE ATTACHMENT**

**EXHIBIT L  
AREA MAPS**







**EXHIBIT M**  
**DBE PARTICIPATION FORM**



**EXHIBIT M**  
**DBE PARTICIPATION**

Please provide contact information of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: Solid Rock Transport Inc.  
Address: 1412 Kings Point Way SW Conyers, GA 30094  
Contact: Ashley Pottinger Phone: 470-775-9620  
Email: solidrocktran@gmail.com
  
2. Company Name: Stewart Logistical Industries LLC  
Address: 2651 Lake Capri Dr Conyers, GA 30012  
Contact: Ian Stewart Phone: 786-651-4937  
Email: ianjuniorstewart@gamil.com
  
3. Company Name: Kadenzo Enterprise  
Address: 3462 Woodruff Ridge Lane Loganville, GA 30052  
Contact: Neil Roberts Phone: 678-933-8266  
Email: kadenzoentinc@gmail.com
  
4. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
5. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



## CITY COUNCIL AGENDA ITEM

### SUBJECT: Shade Structures Installation Contract Recommendation

#### AGENDA SECTION: *(check all that apply)*

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

#### CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap here to enter text.

Current Work Session: Monday, July 8, 2024

Current Council Meeting: Click or tap to enter a date.

SUBMITTED BY: Hari Karikaran, PE, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: Seeking Approval from Council for Shade Structures Installation Contract

**FACTS:** Purchasing Division published an Invitation to Bid (ITB) for Installation of Shade Structures on City Parks. This solicitation was closed on May 30, 2024. City received three bids by the Bid closing date. Great Outdoor Play submitted responsive and responsible bid at the cost of \$89,000.00. City Engineer is recommending that the Council award a Contract to Great Outdoor Play.

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

**RECOMMENDED ACTION:** City Engineer recommends approval of a Contract with Great Outdoor Play for the amount of \$89,000.00.

#### ATTACHMENTS:

- (1) Attachment 1 - Contract between City of Stonecrest and Great Outdoor Play
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

---

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

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

## CONTRACT FOR ITB 24-13

### Shade Structure Installation for Stonecrest, Georgia

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Magna Foris, LLC dba Great Outdoors Play Systems** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

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

#### 1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2024 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) 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 Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

#### 2. ATTACHMENTS:

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

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work.
Exhibit C:	Drug-Free Workplace
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Purchasing Policy Addendum.
Exhibit F:	Affidavit Verifying Status for Public Benefit Application.
Exhibit G:	Non-Collusion Affidavit.
Exhibit H:	References.
Exhibit I:	Cost.
Exhibit J:	Plans.
Exhibit K:	Location Pictures.

#### 3. PERFORMANCE:

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

**4. PRICE:**

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

**5. INDEMNIFICATION AND HOLD HARMLESS:**

[See Section 13 of General Conditions]

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

**6. TERMINATION FOR CAUSE:**

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

**7. TERMINATION FOR CONVENIENCE:**

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

**8. TERMINATION FOR FUND APPROPRIATION:**

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

**9. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from

performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

**10. ASSIGNMENT:**

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

**11. WAIVER:**

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

**12. SEVERABILITY:**

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

**13. GOVERNING LAW:**

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

**14. MERGER CLAUSE:**

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

*Signatures on the following page.*

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

**STONECREST, GEORGIA**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Denmark Ashby, LLC, City Attorney

**SERVICE PROVIDER: MAGNA FORIS, LLC dba GREAT OUTDOOR PLAY SYSTEM**

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Signature Date \_\_\_\_\_

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

**EXHIBIT A**  
**GENERAL CONDITIONS**



## GENERAL CONDITIONS

### 1. SCOPE OF WORK

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

### 2. REGULATIONS

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

### 3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing

employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
  - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
  - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
  - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

#### **4. TOOLS AND EQUIPMENT**

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

## 5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

## 6. CONFIDENTIAL INFORMATION

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

## 7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste

materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

## **8. SAFETY AND PROTECTION**

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

## **9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

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

and all further claims related to the payment for services and materials furnished in connection with this Agreement.

- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

## **10. COMPLIANCE WITH LAWS AND REGULATIONS**

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

## **11. SERVICE PROVIDER'S LIABILITY**

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

## **12. INDEMNIFICATION AND INSURANCE**

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.

- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

## 12.7 Insurance

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

(1)

### CONTRACTS FOR UP TO \$50,000

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

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

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

### CONTRACTS FOR MORE THAN \$50,000

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

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

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

**CONTRACTS FOR UP TO \$50,000****CONTRACTS FOR MORE THAN \$50,000****LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

12.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to



the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

### **13. LIABILITY INSURANCE**

13.1 N/A

13.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

### **14. CONTRACT ADJUSTMENTS**

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

## **15. SUBCONTRACTORS**

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

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

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

## **16. DEFAULT AND TERMINATION**

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the

first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
  - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.  
  
Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.
  - (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its

rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

## **17. CITY'S AUTHORIZED REPRESENTATIVE**

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

## **18. ASSIGNMENT**

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

## **19. NOTICES**

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

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

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

Service Provider: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

## 20. NONDISCRIMINATION

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

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

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

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

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

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

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

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

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

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

## **21. COPYING DOCUMENTS**

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

## **22. GENERAL PROVISIONS**

22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between

- such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.



- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement ( including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's

accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

### **23. GRATUITIES, REBATES, OR KICKBACKS.**

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard,

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

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

*End of General Condition*

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

## **I. INTRODUCTION, BACKGROUND, AND SCOPE OF WORK**

Item III. b.

### **Introduction**

The City of Stonecrest is seeking proposals from qualified individuals to provide professional Shade Installation to the City of Stonecrest.

### **Invitation to Bid Process**

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

## **II. SCOPE OF WORK**

### **Contract Duration:**

Thirty (30) calendar days.

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

The City is seeking a qualified contractor to install seventeen (17) shade units throughout Stonecrest Parks.

- Cover home Stand at Browns Mill Football.
- Cover bleachers at Browns Mill Small Baseball (4 sets).
- Cover bleachers on the three ballfields at Southeast (6 sets).
- Cover football bleachers at Southeast.
- Create (2) two pavilions at Browns Mill Aquatics.
- Create sail shade at Browns Mill Aquatics.
- Cover playground at Fairington Park.

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

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

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

### **2) References (Exhibit H)**

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

### **3) Subcontractors**

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

### **4) Previous Default**

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

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Magna Foris, LLC</b>	
	2 Business name/disregarded entity name, if different from above. <b>Great Outdoors Play Systems</b>	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. <b>209 Bobby Jones Expressway</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Martinez, GA 30907</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
OR									
Employer identification number									
9	2	-	0	4	2	0	3	1	6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date <b>5-7-2024</b>
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**EXHIBIT C**  
**DRUG-FREE WORKPLACE**

**EXHIBIT C**  
**DRUG-FREE WORKPLACE**

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

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest (Service Provider), Great Outdoors Play (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

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

Great Outdoors Play Systems  
Company Name

Tara Miller 6/6/24  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

VP Sales and operations  
Title of Authorized Officer or Agent of Service Provider

Tara Miller  
Printed Name of Authorized Officer or Agent

*End of Exhibit C.*

**EXHIBIT D**

*Item III. b.*

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

## EXHIBIT D

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

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

2028913  
Federal Work Authorization User Identification Number

11/26/22  
Date of Authorization

Great Outdoors Play Systems  
Name of Subcontractor

Shade Structure Installation for Stonecrest  
Name of Project

City of Stonecrest  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

6 DAY OF June 20224

Wendy McCue  
Notary Public

My Commission Expires: 6/24/2024

[NOTARY SEAL]  
WENDY MCCUE  
NOTARY PUBLIC  
RICHMOND COUNTY  
STATE OF GEORGIA  
MY COMM. EXPIRES JUNE 24, 2024

End of Exhibit D.

**EXHIBIT E**  
**PURCHASING POLICY ADDENDUM**

**EXHIBIT E**  
**PURCHASING POLICY ADDENDUM**

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

Tara Miller      6/6/24  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

VP Sales and operations  
Title of Authorized Officer or Agent of Service Provider

Tara Miller      6/6/24  
Printed Name of Authorized Officer or Agent      Date

*End of Exhibit E.*

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

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

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

Tara Miller

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

1. ☒ I am a United States citizen

**OR**

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

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

Signature of Applicant: Tara Miller

Date: 6/24/2024

Printed Name: Tara Miller

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

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

Subscribed and Sworn Before Me, this the 6 day of June, 2024

Notary Public:

Wendy McCue  
 My Commission Expires: 6/24/2024

WENDY MCCUE  
 NOTARY PUBLIC  
 RICHMOND COUNTY  
 STATE OF GEORGIA  
 MY COMM. EXPIRES JUNE 24, 2024

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



**EXHIBIT G**  
**NON-COLLUSION AFADAVIT**

**EXHIBIT G  
NON-COLLUSION AFADAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 6 day of June, 2024

Great Outdoors Play Systems  
(Name of Organization)

VP Sales and operations  
(Title of Person Signing)

[Signature]  
(Signature)

ITB 24-13  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

COUNTY OF Richmond )

WENDY MCCUE  
NOTARY PUBLIC  
RICHMOND COUNTY  
STATE OF GEORGIA  
MY COMM. EXPIRES JUNE 24, 2024

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

Subscribed and sworn to me this 6 day of June, 2024.

[Signature]  
Notary Public Signature

My Commission Expires: 6/24/2024

**EXHIBIT H**  
**REFERENCES**

## EXHIBIT H REFERENCES

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

1. Company Name: Jones County Board of Commissioners  
 Contact Name & Title: Bert Rosenberger Phone: 478-363-1312  
 Address: 166 Industrial Blvd, Gray GA 31032  
 Email: Bert.Rosenberger@jonescountyga.org  
 Project Name: 7 Playgrounds and shades Contract Period: Spring 2023
  
2. Company Name: True North Companies  
 Contact Name & Title: Evan Thomas Phone: 865-228-2451  
 Address: 599 West Crossville Rd, Ste 200, Roswell, GA 30075  
 Email: ethomas@true-north-companies.com  
 Project Name: Prodigy Early Learning Center Contract Period: Fall 2023
  
3. Company Name: The Bradley Schools  
 Contact Name & Title: Cathy Wall Phone: 706-860-8300  
 Address: 3804 Evans To Locks Rd, Evans, GA 30908  
 Email: cathy@thebradleyschools.org  
 Project Name: Day care center shades Contract Period: ongoing



## References

We have installed hundreds of play systems over the last decade and are excited to approach this project with enthusiasm and energy it deserves. We want to provide a quality product and reliable service for your community and at the same time, keep growing our business. We will take care to install the playground professionally and of the highest quality.

1. Our most recent projects include the following clients:

### PROJECT 1:

Customer: Jones County Board of Commissioners - Gray, GA - Installation of 9 playgrounds across 6 different parks with wood mulch, shades, swings, and new structures.

Budget: \$380,000

Contract Date: Feb 2023

Product Delivery Date: Jun -Sep 2023

Contact Person: Bert Rosenberger - Parks, Recreation and Golf Director 478-986-6075

### Liberty Park- Inclusive playground





Liberty Park Ages 2-5







Project 2: True North Contractors  
Budget: Various  
Contract date: 2022-2024  
Contact Person: Patrick Nesbitt (803-840-5783)/ Evan Thomas (865.228.2451)  
Prodigy Early Learning Center- Charleston, SC



Greenwood Charter School- Greenwood, SC





Project 3: The Bradley Schools  
Budget: Various  
Contract date: 2022-2024  
Contact Person: Cathy Wall (706-210-4592)





**EXHIBIT I**  
**COST**

*Item III. b.*



## Estimate

Creation date: May 4, 2024 Estimate: #E0005867  
 Shipping date: Jun 24, 2024 Expiration date: Jul 29, 2024  
 Account representative: Tara Miller

TO	FROM
The City of Stonecrest City of Stonecrest Multiple sites Stonecrest, GA United States	Greatoutdoors Play Systems 209 Bobby Jones Expressway Martinez, GA 30907 United States Phone: 7062285544 Email: mikeu@greatoutdoorsplay.com

SKU	Description	Qty	Price	Tax	Total
	Professional Installation (Commercial) for the following shade sizes and locations: 18' x 12' x 8' HIP (Qty 6 Southeast Complex, qty 4 Browns Mill) 20' x 30' x 12' HIP (Qty 1 Southeast complex) 20'x20' x 12' HIP (Qty 1 Southeast Complex) 14' x 18' x 8' HIP (qty 2 Brown Mill Aquatic) 27' x 18' x 9 Cantilever (qty 1 Browns mill football) 16' x 16' x 8' Sail shade (Qty 2 Fairington Park) ***WEATHER PERMITTING - Commercial Steel Play Structures require poles to be concreted into the ground, so ensuring there's no underground pipes, wires, or other underground utilities at the installation site is paramount. You will not only be required to call 811 and have them mark the area for public utilities (free service), but you will also need to locate and mark any personal or post-building utilities not monitored by the county. These other utilities can include, but are not limited to, irrigation, drain-off, telecommunications, internet cables, etc... If we have to stop work and make additional trip(s) due to unidentified underground utilities found or damaged while digging, there may be additional trip charge(s) required to complete the work, and this will ultimately push out any tentative completion dates, so please do everything in your power to ensure we know exactly what's down there before we arrive for installation. If you have any questions or concerns at all, please don't hesitate to reach out to one of our Play Experts for clarification. Charge Includes Clean-up. Safety ground cover will need to wait until after all commercial play equipment has been installed, not before, unless we are doing the ground cover ourselves at the same time***	1	85,000.00	0.00	85,000.00
EQUIP	Equipment Fee	1	4,000.00	0.00	4,000.00

Total units:	2
Subtotal (USD):	\$89,000.00
GA Tax (USD):	\$0.00
Total (USD):	\$89,000.00

### TERMS & CONDITIONS

#### TERMS & CONDITIONS

**EXHIBIT J**  
**PLANS**

*Item III. b.*

**EXHIBIT J  
PLANS**

**PLEASE SEE SEPARATE ATTACHMENT**

**EXHIBIT K**  
**LOCATION PICTURES**

**EXHIBIT K  
LOCATION PICTURES**

**PLEASE SEE SEPARATE ATTACHMENT**



## CITY COUNCIL AGENDA ITEM

**SUBJECT: ARPA Update**

**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:

**ACTION REQUESTED:** ☐ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or ☒ UPDATE ONLY

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

**Current Work Session:** Monday, July 8, 2024

**Current Council Meeting:** Click or tap to enter a date.

**SUBMITTED BY:** Gia Scruggs, City Manager

**PRESENTER:** Gia Scruggs, City Manager

**PURPOSE:** ARPA funds were allocated to several funding sources and previously approved by Council. There will be a summary of expenditures and recommendations on the remaining ARPA funds.

**FACTS:** Click or tap here to enter text.

**OPTIONS:** Choose an item. Click or tap here to enter text.

**RECOMMENDED ACTION:** Choose an item.

**ATTACHMENTS:**

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



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Charter Review Commission Bylaws**

**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:

**ACTION REQUESTED:** ☐ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or ☒ UPDATE ONLY

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

**Current Work Session:** Monday, July 8, 2024

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

**SUBMITTED BY:** George Turner, Mayor Pro Tem

**PRESENTER:** George Turner, Mayor Pro Tem

**PURPOSE:** To discuss the Charter Review Commission Bylaws.

**FACTS:** [Click or tap here to enter text.](#)

**OPTIONS:** Choose an item. [Click or tap here to enter text.](#)

**RECOMMENDED ACTION:** Choose an item.

### ATTACHMENTS:

- (1) Attachment 1 - Bylaws of the Stonecrest, Charter Review Commission
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)



BYLAWS OF THE STONECREST, DEKALB COUNTY GEORGIA CITY  
CHARTER REVIEW COMMISSION

ARTICLE 1

Name

This organization, created by Ordinance No. ?????? shall be known as the Stonecrest, GA Charter Review Commission and shall be composed of 6 citizens of Stonecrest, GA appointed by mayor and council, 1 citizen appointed by the GA Senate, 1 citizen appointed by the GA house of Rep. and 1 ex-officio member of the legal counsel of the city of Stonecrest all according to the City Charter.

ARTICLE 11

Purpose, Goals and definition

The purpose of the Stonecrest City Charter Review Commission (the "Commission") is to complete a comprehensive review of the Amended City Charter SB21 combined with SB208 in order to:

- a. ensure that the government of Stonecrest is representative of all citizens of Stonecrest;
- b. ensure that it is responsive to the needs and demands of all citizens of Stonecrest;
- c. harmonize all parts of the charter of the city of Stonecrest; and
- d. recommend changes to the Charter suggesting the appropriate form of government for the city to achieve the most efficient and effective delivery of service to the citizens of the city possible.

For the purposes of the bylaws, the term "Charter" shall mean the amended SB21 as updated from SB208 as passed by the General Assembly of the State of Georgia. SB208 adopted by the city in May of 2017 and updated by SB21 in April of 2021 as amended.

ARTICLE 111

Officers

Section 1: Officers Designated.

There shall be the following Officers of the Commission:

- a. Chairperson, elected by the commission; (or appointed by the Mayor and Council)
- b. Vice Chairperson, elected by the commission; (or appointed by the mayor and council)

- c. Secretary, elected by the Commission.
- d. Assistant Secretary, who may be a person other than a member of the Commission, elected by the Commission; and
- e. Other officers the Commission deems necessary elected by the Commission.

## Section 2: Duties of the Chairperson.

The Chairperson shall:

- a. Preside at all regular and special meetings of the Commission.
- b. Represent the Commission at all functions and activities so requiring (but without authority to state any position of the Commission not previously approved);
- c. Serve as ex-officio (non-voting) member of all sub-committees.
- d. Be charged with the responsibility of making all committees assignments and appointment of all chairs of such sub-committees.
- e. Call special meetings where necessary or required; and
- f. Coordinate publicity.

## Section 3: Duties of the Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or inability of the Chairperson to serve.

## Section 4: Duties of the Secretary

The Secretary, who may be a person other than a member of the Commission, shall:

- a. Prepare the reports for their person.
- b. Review draft committee minutes.
- c. Submit draft minutes to the Commission.
- d. Perform other duties prescribed by the Chairperson or the Commission
- e. Make records available to the public as required by these bylaws and by state law.
- f. Post notices, agendas and summaries of meetings as required by law; and

# ARTICLE IV Meetings

## Section 1:

### Public Meetings.

All meetings of the Commission, including all meetings of its committees, shall be open to the public. Notice of the date, time and place of said meeting shall be made available to the public in advance of the meetings by posting upon the city's website and any other usual means of notice as provided by the city governing authority in accordance with state law.

#### Section 2:

##### Citizen Participation at Meetings.

The Commission will entertain public comments germane to all agenda items. Citizens of Stonecrest who attend the meetings of the Commission will be given the opportunity to comment after the Commission discusses items on the agenda, or at such time as designated by the Chairperson. Each agenda shall include an agenda item during the meeting at which "Remarks of Interested Citizens" may be made. The Commission may impose reasonable limitations of time allocated to any citizen or on the total time to be allotted to public participation during meetings.

#### Section 3:

##### Places of Meetings.

The regular meetings of the Commission shall be held at City Hall (schedule through the City Clerk) The meetings of the Commission or committees should be at a meeting place large enough to accommodate not only the Commission or any committee, as the case may be but also interested citizens. The meeting places shall be free of any admission charge or similar restrictions to the public.

#### Section 4: Notice of Meetings.

Date, time and place of each regular meeting of the Commission shall be announced at the preceding regular or special meetings of the Commission and shall be posted in the manner prescribed by state law. The agenda of each regular or special meeting shall include the fixing of the next regular meeting.

Special meetings may be called by the Chairperson or by a majority of the Commission members requesting such a meeting in writing and delivered to the Chairperson.

Notice of special meetings of the Commission and meetings of any committee shall be given in the same manner as notice of regular meetings, except that the notice of a special meeting shall include the purpose for the call of such special meeting.

## Section 5:

Schedule of Meetings.

The Chairperson shall propose a schedule for future regular meetings to the Commission for consideration and approval. The initial schedule shall cover a period of at least six months and shall be extended and updated on a rolling monthly basis.

## Section 6:

Meeting Agendas.

a. Posting Agendas. Prior to a meeting of the Commission or of any committee, an agenda of all matters expected to come before the Commission or committee at such meeting shall be posted and made available to the public as required by state law.

b. Agenda for Regular Meetings. The agenda for regular meetings of the Commission shall be generally as follows, subject to amendment or revision by the commission.

The minutes of all Commission meeting minutes shall be promptly prepared and preserved as required by law. Minutes must at a minimum include the names of the members present at the meeting, a description of each motion or other proposal made, and a record of all votes including the name of each person making and seconding motions, and the names of each person voting for and against each proposal.

Minutes of the Commission must be made available to the public once they are approved by the Commission or immediately following the next regular meeting, whichever comes first. All records of the Commission, including the recordings of meetings and approved minutes, shall be made available to the public during normal office hours, and posted on the City website. Minutes of committee proceedings shall be prepared and approved no later than the next subsequent meeting of the Commission. The Chairperson, or a majority of the members, may request that a verbatim record of any proceeding before the Commission be made. Such a request is in addition to other requirements of this Section.

## Section 9:

Summary of Meetings.

A summary of the subjects acted on and those members present at a meeting of the Commission, or any committee shall be written and made available to the public for inspection within two business days of the adjournment of a meeting.

## ARTICLE V Voting; Quorum

### Section 1.

voting-generally.

Each member present shall vote, unless a conflict of interest exists, in which case said conflict shall be publicly stated prior to the vote and placed in writing with the Chair.

### Section 2. Quorum: Commission.

Five members of the Commission shall constitute a quorum for the transaction of business, and a majority of those present shall be sufficient to agree to any motion except as set forth in Article X, Section 3 of relative to the Final Report of the Commission. To the extent the Final Report to the vote to approve the Final Report shall require the approval of six members of the Commission.

### Section 3. Quorum: Committees.

A majority of the members of any committee of commission shall constitute a quorum for the transaction of business, and a majority of those present shall be sufficient to agree to any motion.

### Section 4. poxy Voting/Remote Participation.

No member any committees shall have the power to vote by proxy only those member, physically present (or present via web/telephone as authorize bylaw) shall be entitle to vote.

## ARTICLE VI Participation; Vacancies

### Section 1.

### Attendance; Resignation

Regular attendance and attention to the business of the Commission is expected. Any member may resign by providing written notice to the Chairperson. The seat of any member who fails to attend three consecutive regular meetings, without good cause, shall

be presumed vacant. The Chairperson shall report that fact that a vacancy exists to the entity or other official who appointed the member.

## Section 2. Filling Vacancies.

The entity or official that made the official appointment shall fill the vacancy in the same manner as the original appointment. If that entity or official fails to fill the vacancy within 20 business days from the written notice, the mayor shall fill the vacancy.

# ARTICLE VII Committees

## Section 1.

### Creation; appointment.

The Commission may authorize the creation of committee as it sees fit to plan and administer ministerial functions of the Commission or to investigate, make recommendations, and report to the full Commission on studied of special departments or functions of the existing or proposed govern but, or for any other lawful purpose. Members of committees shall be appointed t Chairperson in accordance with Article III, Section 2 of these by laws.

## Section 2. Authority.

No committee shall have any final authority to make decisions on behalf of or represent the full Commission.

# ARTICLE VII Rules of ORDER

Except as otherwise provided these by laws, Roberts rules of Order shall apply to all deliberations of the Commission and its committees including resolution of any procedural conflict.

# ARTICLE VIII Staffing; Administration; Funding

The governing authority of Stonecrest shall provide staff and administrative support sufficient to carry out the duties of the Commission. Staffing and support may be provided by existing city staff, outside experts, and university consultants with knowledge of local government processes and law for the purpose of scheduling meeting facilities, facilitating meetings-of the Commission, conducting research, preparing draft

and final reports, compiling key findings from any new research conducted and from any prior studies of DeKalb's organizational act; preparing reports and presentations on the current form of government for cities, a description of the history of Stonecrest organizational evolution, an objective review of the possible pros and cons of different forms of city government organization, and a review of best practices for city governments, among other appropriate matters for research identified by the Commission. To the extent legal services are needed to draft resolutions or legislative proposals or provide other legal services, the City Attorney, or outside legal counsel retained by the city governing authority for such purposes, shall provide the necessary services. The Commission shall, if needed, officially request that the Mayor and Council appropriate the funds necessary to conduct the business of the Commission.

## ARTICLE X Plan of Work; Final Report

### Section 1. Identification of Issues

Members of the Commission may identify issues to be placed upon the initial list of issues which the Commission may subsequently deliberate. 'A deadline may be established by the Chairperson, with the concurrence of the Commission, for accepting issues. Members of the public may suggest issues through members of the Commission.

????????????????????

Any issue may be stricken from further consideration at discussion meetings with the concurrence of 2/3 of the members present.

### Section 4. Transmittal.

Upon approval, the Commission shall submit its final written recommendations to the mayor and City Council of Stonecrest and the DeKalb legislative delegation.

## ARTICLE XI Amendments

Amendments and policies shall be the bylaws of the Commission and may be amended by and an affirmative vote of 2/3 of the members of the Commission.

Notice of such amendment(s) shall be submitted at the next immediate meeting, and the vote thereon shall be taken.

DRAFT