CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Thursday, December 18, 2025 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. INVOCATION

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

V. APPROVAL OF THE AGENDA

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - City Council Meeting, November 24, 2025

VII. PUBLIC COMMENTS

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

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address,

position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

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

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

a. **Public Hearing** - SDP 24-004 Major Plat/Lot Division for IDI Logistics Center - *Shawanna Qawiy, Division Director Community Development*

b. **For Decision** - Resolution for SDP 24-004 Major Plat/Lot Division for IDI Logistics Center - *Shawanna Qawiy, Division Director Community Development*

c. **Public Hearing** - RZ 25-004 2374 Cove Lake Road - *Shawanna Qawiy, Division Director Community Director*

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

e. **Public Hearing** - SLUP 25-006 5940 Fairington Road - *Shawanna Qawiy, Division Director Community Development*

f. **For Decision** - Ordinance for SLUP 25-006 5940 Fairington Road - *Shawanna Qawiy, Division Director Community Director*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

a. **Appointments** - Municipal Court Judges, *Mayor Jazzmin Cobble*

XI. REPORTS & PRESENTATIONS

a. **Presentation** - State Representative Regina Lewis-Ward (Arbor Day Event Collaboration), *Mayor Jazzmin Cobble*

b. **Presentation** - How Big is Your Dream: Joel Flynn BKA JFly, *Councilmember Tammy Grimes*

c. **Presentation** - Reverend Dr. Mark Lomax, *Councilmember Tammy Grimes*

d. **Presentation** - Constituent Care: Charmessa Grace, Kwajalyn Cornelius Grace, *Councilmember Tammy Grimes*

e. **Presentation** - EMT Excellence: EMT Jacks, EMT Horne, *Councilmember Tammy Grimes*

XII. OLD BUSINESS

a. **For Decision** - Resolution for the Request to Accept FY25 CDBG Grant for Salem Road Sidewalk Installation - *Keira Drane, Grants Administrator*

b. **For Decision** - Resolution for the Request to Accept GMA 2025 Health and Wellness Grant - *Keira Drane, Grant Administrator*

XIII. NEW BUSINESS

a. **For Decision** - Approval for Scoreboard Replacement at Browns Mill Park & Southeast Athletic Fields - *Tanisha Boynton, Procurement Manager & Reginald Powell, Facilities Operations Manager*

b. **For Decision** - Contract for Vendor Recommendation for Field Upgrades & Maintenance - *Tanisha Boynton, Procurement Manager and Reginald Powell, Facilities Operations Manager*

c. **For Decision** - Contract for Vendor Recommendation for Fairington Playground Equipment & Shades Upgrades - *Tanisha Boynton, Procurement Manager & Hari Karikaran, City Engineer*

d. **For Decision** - Resolution for Vendor Recommendation for Fairington Road Sidewalk Project - *Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer*

e. **For Decision** - Memorandum of Agreement with GDOT for Construction of the Panola Road Bridgescape - *Hari Karikaran, City Engineer*

f. **For Decision** - Agreement for Mowing & Maintenance with GDOT at Panola Road Bridgescape - *Hari Karikaran, City Engineer*

g. **For Decision** - Resolution for Preliminary Plat for SDP 25-003 7199 Hayden Quarry Road (Crestview Pointe) - *Shawanna Qawiy, Division Director Community Development*

h. **For Decision** - Resolution for Preliminary Plat SDP 25-004 7259 Hayden Quarry Road (Crestwind Township) - *Shawanna Qawiy, Division Director Community Development*

i. **For Decision** - Resolution for Preliminary Plat SDP 25-008 5912 & 6030 Rockland Road - *Shawanna Qawiy, Division Director Community Development*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

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

XVIII. ADJOURNMENT

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, November 24, 2025 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

The meeting began at 6:06pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Councilmember Tara Graves arriving immediately after roll call.

III. INVOCATION: Pastor Raymond W. Randle Sr., Redeeming Word Church

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

V. APPROVAL OF THE AGENDA

Motion – made by Councilmember Terry Fye to approve the meeting agenda. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

Motion – made by Councilmember Terry Fye to amend the agenda to add item c. under New Business, Amendment to the Administrative Calendar for the City of Stonecrest. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - Work Session, October 13, 2025

Motion – made by Councilmember Terry Fye to approve the minutes from the Work Session, October 13, 2025. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

b. Approval of Meeting Minutes - City Council Meeting, October 27, 2025

Motion – made by Councilmember Tammy Grimes to approve the minutes from the City Council Meeting, October 27, 2025. Second by Councilmember Alecia Washington.
Motion passed unanimously.

VII. PUBLIC COMMENTS

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

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

Margaret Sofidiyah - Excited about the Botanical Garden and would like clarification on how it fits into the city's budget, as well as having access to the plans. She thanked Council for their vision and would like to receive regular updates.

Faye Coffield - Would like to know if funds given to DeKalb Board of Education can be returned or an audit done due to misappropriation of funds.

Karmesha Washington-Smith – Would like to know if Council will address data centers soon and also have concerns about restrooms on park fields not working properly, as well as the concession stand.

Renee Cail - Opposed to data centers being brought into the city, as she believes it will be harmful if put into residential neighborhoods. Would like the city to educate residents on data centers.

VIII. PUBLIC HEARINGS

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

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

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

IX. APPOINTMENTS & ANNOUNCEMENTS

a. Appointment of Court Administrator - *City Manager Gia Scruggs*

Presentation by City Manager Scruggs, stating in accordance with the code, Mrs. Davina Daughtry is being appointed as the Court Administrator for the City of Stonecrest.

b. Appointment of Clerk of Court - *City Manager Gia Scruggs*

Presentation by City Manager Scruggs, stating in accordance with the code, Mrs. Davina Daughtry is also being appointed as the Clerk of Court for the City of Stonecrest.

X. CONSENT AGENDA

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

a. **For Decision** - Extension to Charter Commission Completion Date - *Mayor Pro Tem George Turner*

The presentation was given by Mayor Pro Tem George Turner stating there was a recommendation last year to extend the Charter Commission Committee completion date to November 2025. This is a recommendation from Mayor Pro Tem Turner to extend the completion date to November 1, 2026. Chair of the committee, Mr. Joel Thibodeaux, spoke on behalf of the committee, stating they have made progress, reviewing sections, making recommendations and are now focusing on legislation. Mr. Thibodeaux stated another year will allow time to continue building recommendations and also thanked the City Clerk office and IT for their support.

Motion – made by Mayor Pro Tem George Turner to approve the Extension to Charter Commission Completion Date to November 1, 2026. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

b. **For Decision** - Resolution for the FY26 Budget - *City Manager Gia Scruggs*

The presentation was given by City Manager Scruggs stating the 2026 recommended budget is $36.6 million dollars, mentioning that most of the funding comes from taxes. There was a review of the FY26 Budget Plan, General Fund Revenue Overview, Historical Comparative Revenue Analysis, General Fund Expenditures by Function, Capital Improvement Program Expenditures, Departmental Recommendations, FY26 American Rescue Plan Act Remaining Expenses, FY26 Tree Bank Fund , FY26 Municipal Court Expenses, Urban Development Agency, 2026 Meeting Calendar, 2026 Proposed Holiday Calendar, 2026 Proposed Payroll Calendar and the 2026 Proposed City Calendar. It was stated that all ARPA funds have been allocated.

The City Clerk read the preamble.

Motion – made by Councilmember Tammy Grimes to approve the Resolution for the FY26 Budget. Second by Councilmember Terry Fye.
Motion passed 3-2 with Councilmembers Tara Graves & Alecia Washington voting Nay.

XIII. NEW BUSINESS

a. For Decision - Vendor Recommendation for Salem Park Restroom Construction - *Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer*

This presentation was introduced by Mrs. Boynton and Mr. Karikaran stating that the city will be using a state contract for a design build of sewer lines and a restroom buildout for Salem Park. The contractor will construct sewer lines, designing and building the entire restroom. The total cost for this project including sanitary sewer line construction is $465,235.63. Both the male and female restrooms will be ADA compliant.

Motion – made by Mayor Pro Tem George Turner to approve the Vendor Recommendation for Salem Park Restroom Construction. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

b. For Decision - Vendor Recommendation for Southeast Athletic Complex Restroom Expansion - *Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer*

This presentation was introduced by Ms. Boynton and Mr. Karikaran stating that the city has previously built out restrooms at this location but is recommending an expansion to the existing design by adding two stools to the female side and one stool and one urinal to the male side along with mirrors and cosmetic renovations.

Motion – made by Councilmember Terry Fye to approve the Vendor Recommendation for Southeast Athletic Complex Restroom Expansion. Second by Councilmember Tara Graves.
Motion passed unanimously.

c. For Decision – Amendment of the Administrative Calendar for the City of Stonecrest – *Mayor Jazzmin Cobble*

This item was presented by Mayor Cobble stating there was discussion at the November Work Session, in regard to the administrative holiday that was added for staff during the 2025 Christmas week. This is a request for an amendment to the current administrative calendar to add December 23, 2026, as an official administrative holiday for the City of Stonecrest.

Motion – made by Councilmember Terry Fye to approve the Amendment of the Administrative Calendar for the City of Stonecrest to include December 23, 2026, as an official administrative holiday. Second by Councilmember Tara Graves.
Motion passed unanimously

XIV. CITY ATTORNEY COMMENTS

Happy Thanksgiving**.**

XV. CITY MANAGER UPDATE

Thanked council for passing of 2026 Budget and noted she is looking forward to Stonecrest having a bright future and blueprint to work from.

XVI. MAYOR AND COUNCIL COMMENTS

District 1 – Tara Graves – The last 2025 townhall for District 1 and District 3 will take place at 1:30pm on December 13, 2025, at City Hall. There will be a Committee Member and Volunteer Appreciation Dinner on Sunday, December 17, 2025 and toy giveaway at Privi on December 20, 2025, starting at 3:00pm. We are looking for toy donations we well as sponsorships. We also have a donation box at City Hall. Have a happy and safe Thanksgiving.

District 2 – Terry Fye – Served as Principal for the day at Stoneview Elementary and would like to thank Principal Battle for the event and Councilwoman Grimes for the work she is doing in Education. Also attended the Georgia PTSA Reflection Program at Lithonia High School. Congratulations Mr. Champion on the excellent work you have done.

District 3 – Alecia Washington – Everyone have a blessed and safe Thanksgiving.

District 5 – Tammy Grimes – Had great opportunities the past two weeks to bless District 5 with turkeys and food boxes for Thanksgiving. The final Talk with Tammy will be held on December 10, 2025, at City Hall from 6:00pm – 7:30pm. Happy Thanksgiving.

Mayor Cobble – Reminder that the final City Council Meetings of the year will be combined and held on December 18, 2025. The Work Session will start at 5:00pm and the City Council Meeting at 6:00pm. Suggested everyone take at look at the FY26 Budget, including what is being discussed and compare with other cities. In regard to the FY26 Budget, $19 Million of the $36.6 Million, will be for General Fund. And $2 Million is for real & property taxes. Within the next 2 years you will hear the city is moving into the next phase of government. Our 6th Annual Light up Stonecrest with be on December 6th at Browns Mill Recreation Center starting at 5:00pm.

District 4 – Mayor Pro Tem George Turner – Responded to a constituent's question on what the city has done by sharing a Comp Plan, Transportation Master Plan, Parks Master Plan, and directing her to the website to view previous Council Meetings. We should be proud of what we have done, as we have done a lot. Early voting for the runoff has started and the election will be held on December 2, 2025. Exercise your right to vote.

XVII. EXECUTIVE SESSION

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

Motion – made by Councilmember Terry Fye to enter Executive Session to discuss personnel, litigation, real estate and cyber security. Second by Councilmember Tara Graves.
Motion passed unanimously.

Motion – made by Councilmember Terry Fye to exit Executive Session and return to regular scheduled council meeting. Second by Councilmember Tara Graves.
Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to approve the minutes from the Executive Session. Second by Councilmember Tara Graves.
Motion passed unanimously.

XVIII. ADJOURNMENT

Motion – made by Councilmember Terry Fye to adjourn the City Council Meeting. Second by Councilmember Tara Graves.
Motion passed unanimously.

The meeting adjourned at 8:47pm.

Americans with Disabilities Act

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CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for SDP 24-004 Major Plat/Lot Division for IDI Logistics Center

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

Current Work Session:

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Director

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: Approval of a Major Plat/Lot Division 3+ Lots for IDI Logistic Center to divide 188 acres into 3 tracts.

FACTS: The subject property is 188 acres and is seeking to subdivide the tract into 3 separate tracts to build a warehouse on each tract.

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

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

ATTACHMENTS:

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

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO SUBDIVIDE A 188-ACRE TRACT INTO 3 TRACTS FOR THE PURPOSE OF A LOGISTICS CENTER ON BEHALF OF IDI/STONECREST INDUSTRIAL WAY; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, Section 14-86 within DIVISION 2 (MAJOR PLAT) Chapter 14 (LAND DEVELOPMENT) allows a major plat to be either a major combination plat (combining three or more lots into one), or a major subdivision plat (dividing one lot into three or more lots).; and

WHEREAS, the Director of Community Development has properly reviewed analyzed the request to subdivide a 188-acre tract into 3 tracts for the purpose of a logistics center on behalf of IDI/Stonecrest Industrial Way ("Major Plat Subdivision"); and

WHEREAS, the Director of Community Development presents to the City Council the Major Plat Subdivision for approval, denial, or deferment attached here as EXHIBIT A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, that the request to divide a major plat for a 188-acre tract into 3 tracts for the purpose of a logistics center on behalf of IDI/Stonecrest Industrial Way is approved.

BE IT FURTHER RESOLVED, that the major plat and supporting documentation is attached here as EXHIBIT A and shall be considered to be and is hereby incorporated as if fully set out herein.

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

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

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

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2025.

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM BY:

_____

City Attorney

EXHIBIT A

THE CITY OF STONECREST GEORGIA

Staff Analysis of Major Plat/ Lot Division 3+ Lots

Case Number:	SDP24-004
Applicant:	IDI/Stonecrest Industrial Way
Owner:	IDI Stonecrest Industrial Way
Project Location:	6750 Stonecrest Industrial Way, Lithonia, GA 30058
Parcel(s):	16 132 01 001
City Council District:	Council District 1 Councilwoman Tammy Graves
Acreage:	188.06 +/- acres
Current Zoning:	M – Light Industrial
Overlay District:	N/A
Current Zoning:	M – Light Industrial
Future Land Use Area Designation:	Heavy Industrial
Proposed Development/Request:	Approval of a Major Plat for a 188-acre tract to subdivide into 3 tracts for the purpose of a logistics center.
Staff Recommendations:	
City Council Recommendations:	

THE CITY OF STONECREST

GEORGIA

Background:

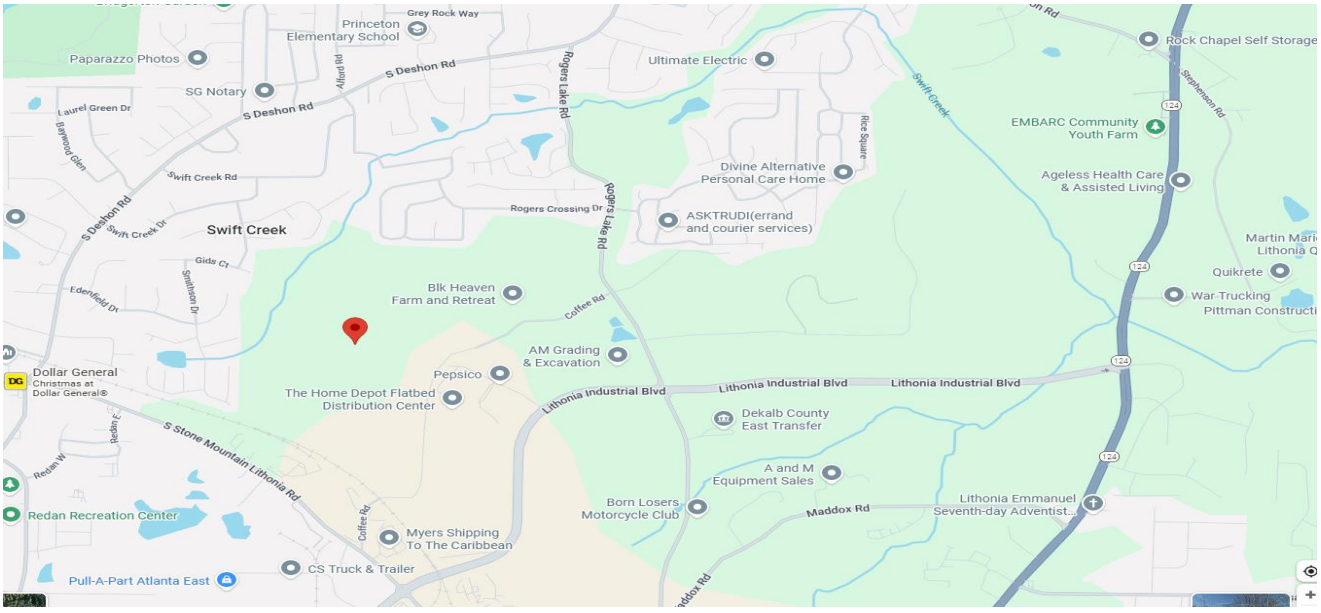
IDI LOGISTICS CENTER MAJOR SUBDIVISION PLAT:

The applicant proposes to subdivide a 188 acre tract into 3 tracts to build a logistics center. The request for the subdivision is to allow a warehouse logistic center to be built on each of the tracts. The buildings are 1,007,382 square feet, 456,840 square feet and 431,501 square feet. The proposed tracts are 96.012 acres, 35.064 acres and 56.673. Located at 7199 Hayden Quarry Road, the parcel is currently zoned RSM – Small Lot Residential with an Urban Neighborhood future land use designation in the Stonecrest Overlay -Tier 3.

The site is located behind the Home Depot distribution center on Stonecrest Industrial Way off of Lithonia Industrial Blvd. The property is zoned M-Light Industrial and is heavily wooded. There are wetland and floodplain on the property.

This development did complete the DRI process and have recommended conditions as well as zoning conditions. The cul-de-sac located at the end of Stonecrest Industrial Way was extended to allow proper access for the property and meet lot requirements in the industrial district.

VICINITY MAP



THE CITY OF
STONECREST
GEORGIA

The subject property is surrounded to the north and west by residentially zoned properties and by industrially zoned properties to the south and east. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.

ADJACENT ZONING AND LAND USE		
	Zoning	**Zoning Land Use**
Adjacent: North	**R-100 (Residential Medium Lot District)**	**Single-family**
Adjacent: East	**M-2 (Heavy Industrial District)**	**Warehouses**
Adjacent: South	**M-1 (Light Industrial District)**	**Warehouses**
Adjacent: West	**RSM & R-100 (DeKalb County)**	**Residential (DeKalb County)**

THE CITY OF STONECREST GEORGIA

SKETCH PLAT FOR
SWIFT CREEK LOGISTICS CENTER
STONECREST INDUSTRIAL WAY
DEKALB COUNTY AP# 3170453
CITY OF STONECREST AP # SDP24-000004
LAND LOTS 124, 125, 132, 133, 16TH DISTRICT
STONECREST, DEKALB COUNTY, GEORGIA

RESERVED FOR CLERK OF COURT

VICINITY MAP



SURVEY NOTES

1. THIS PROPERTY IS LOCATED ON PANEL 13089C0113K AND 13089C0178K OF THE FEMA FLOOD INSURANCE RATE MAP DATED 12/08/2018 AND PORTIONS ARE IN A SPECIAL FLOOD HAZARD AREA (SITE IS LOCATED IN FLOOD ZONE AE & X).
2. UTILITY LOCATIONS ARE SHOWN BASED ON FIELD OBSERVATION, AND/OR DOCUMENTATION FURNISHED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE. NEITHER ACCURACY NOR COMPLETENESS OF UNDERGROUND UTILITIES ARE GUARANTEED BY VANASSE HANGEN BRUSTLIN, INC.
3. BEARINGS ARE TO GRID NORTH IN THE STATE PLANE COORDINATE SYSTEM (GEORGIA WEST ZONE).
4. THE HORIZONTAL & VERTICAL DATUM FOR THIS SITE WAS ESTABLISHED BY GPS OBSERVATIONS MADE BY VANASSE HANGEN BRUSTLIN, INC., UTILIZING THE REAL-TIME CARRIER CORRECTED NETWORK PROVIDED BY SMARTNET.

REFERENCE SURVEY:
1. COMBINATION PLAT FOR STONECREST INDUSTRIAL WAY, FOR IDI LOGISTICS, LLC, BY URBAN ENGINEERS, INC., DATED 08-12-2022, REVISED 10-10-2023, RECORDED IN PLAT BOOK 319, PG 38.

ADDRESS CHART

EXISTING CONDITIONS

TRACT	ADDRESS	TAX PARCEL	ACRES
1	6750 STONECREST INDUSTRIAL WAY	16 132 01 001	188.000

COMBINATION - AP# 3132197 REFERENCE: LDP-AP# 3114577

PROPOSED CONDITIONS

TRACT	ADDRESS	TAX PARCEL	ACRES
1	STONECREST INDUSTRIAL WAY	16 132 01 ___	96.012
2	STONECREST INDUSTRIAL WAY	16 132 01 ___	35.064
3	STONECREST INDUSTRIAL WAY	16 132 01 ___	56.673
4	PUBLIC RIGHT-OF-WAY		00.311

ZONING INFORMATION

EXISTING TRACT AND SUBSEQUENT TRACTS ARE TO BE ZONED M AND LIE WITHIN THE CITY LIMITS OF THE CITY OF STONECREST

FRONT SETBACK: 60 FEET
REAR SETBACK: 30 FEET
SIDE INTERIOR SETBACK: 20 FEET
SIDE CORNER SETBACK: 60 FEET
MINIMUM HEATED FLOOR AREA: 650 SQUARE FEET
PARKING SPACES/DWELLING UNIT SPACES:
MINIMUM REQUIRED LOT AREA: 30,000 SQUARE FEET
MINIMUM REQUIRED LOT FRONTAGE: 100 FEET
MAXIMUM LOT COVERAGE: 80%

CITY OF STONECREST NOTES

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

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

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

CITY OF STONECREST PLAT APPROVAL

This plat has been submitted to and accepted by the mayor and city council of the City of Stonecrest, Georgia, and has been approved as required by state law and city codes as meeting all conditions precedent to recording in the superior court of this circuit.

Dated this day of _____, September, 2023.

Mayor, City of Stonecrest

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

Director, Department of Planning and Zoning Date

City Engineer Date

OWNER'S ACKNOWLEDGEMENT

I, Nick Faber, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey all rights-of-way abutting the roads to the City of Stonecrest, and further dedicate to the use of the public forever all streets and rights-of-way, alleys, parks, easements and public places hereon shown for the purposes and considerations herein expressed. In consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless City of Stonecrest from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon; on account of the roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges within the proposed rights-of-way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams.

And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that City of Stonecrest shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these present.

All roads have been properly designed and dedicated to accommodate any required parking in the right-of-way.

In witness whereof, I have hereunto set my hand this

03 day of JUNE 2025.

(SEAL)
(Owner)

Witness: DANIEL WINTERMEYER

Notary Public

CERTIFICATE OF CONFORMITY

I, Robert A. Gouge, the surveyor for the property known as 6750 STONECREST INDUSTRIAL WAY, located in Land Lots 124, 125, 132, & 133 of the 16th District, Dekalb County, hereby certify that no lots platted within the consolidation are non-conforming or will result in any non-conforming lots.

ROBERT A. GOUGE, GEORGIA PROFESSIONAL
LAND SURVEYOR # 3567
1355 PEACHTREE STREET, SUITE 420
ATLANTA, GA 30309

SURVEYOR'S ACKNOWLEDGEMENT

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

R.L.S. No. 3567

OWNER/DEVELOPER

IDIL STONECREST LOGISTICS CENTER, LLC
1197 PEACHTREE ST. NE. BLDG 300 SUITE 600
ATLANTA, GA 30309-3574
PHONE: (770) 866-1117
CONTACT: GARY MINOR
EMAIL: gary.minor@idilogistics.com

ENGINEER

VHB
1355 PEACHTREE STREET, SUITE 420
ATLANTA, GA 30309
PHONE NO: (404) 800-0584
CONTACT: DANIEL R. WINTERMEYER, P.E.
EMAIL: dwintermeyer@vhb.com

SURVEYOR

VHB
1355 PEACHTREE STREET, SUITE 420
ATLANTA, GA 30309
PHONE NO: (404) 418-5854
CONTACT: ROBERT A. GOUGE, P.L.S.
EMAIL: rgouge@vhb.com

DEKALB COUNTY REFERENCES BLOCK

LDP - AP# 3114577
Combination - AP#3132197

THE PURPOSE OF THIS PLAT IS TO DEPICT THE FUTURE LOT LAYOUT FOR AN INDUSTRIAL SUBDIVISION. THERE IS NO DEMOLITION ASSOCIATED WITH THIS PROJECT.

DeKalb County Georgia
DEVELOPMENT SERVICES
APPROVED
ALTA/NSPS
DATE: 9/23/25
vhb

GRAPHIC SCALE

SUBDIVISION PLAT
SWIFT CREEK LOGISTICS CENTER

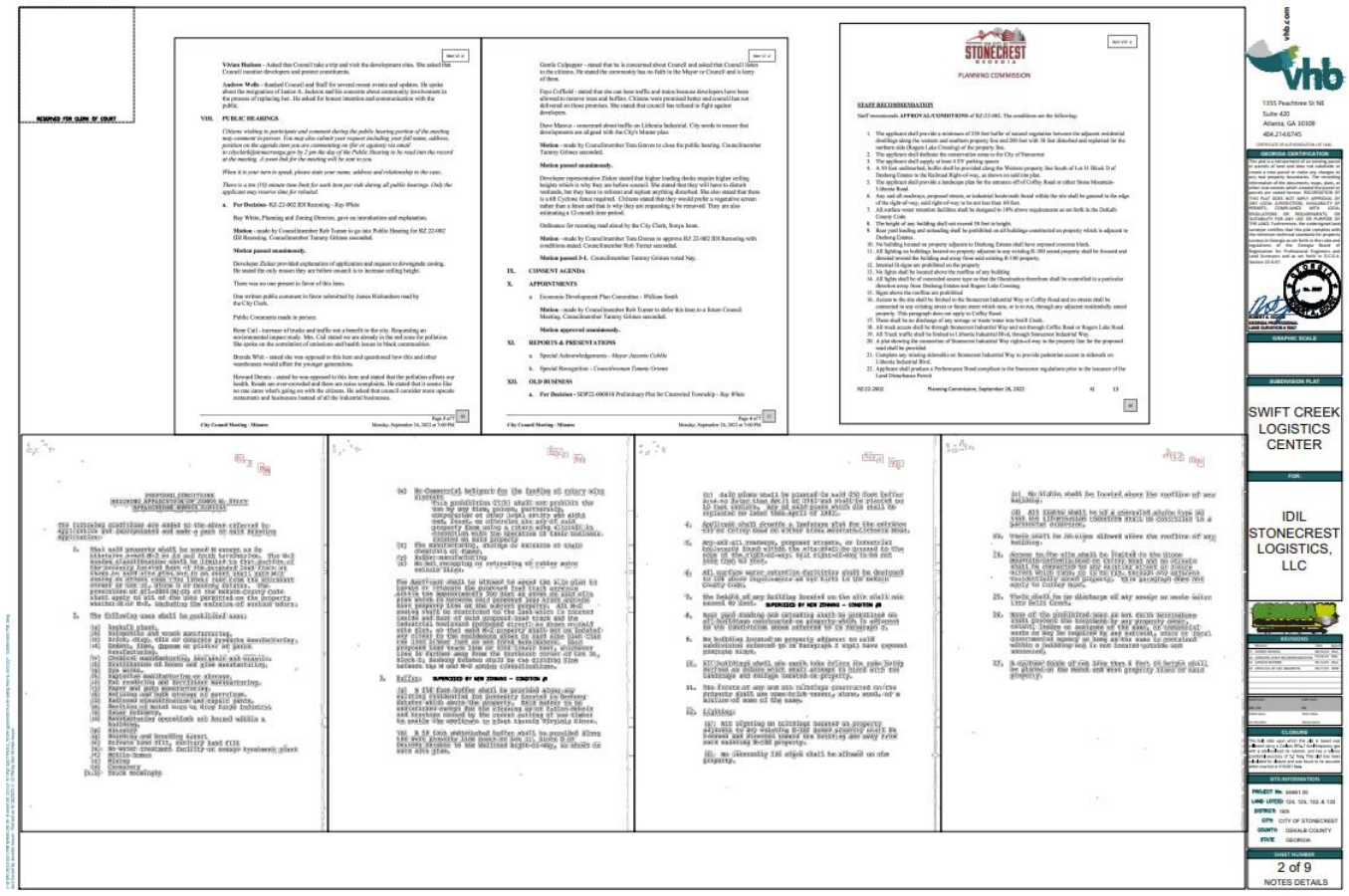
FOR:
IDIL STONECREST LOGISTICS, LLC

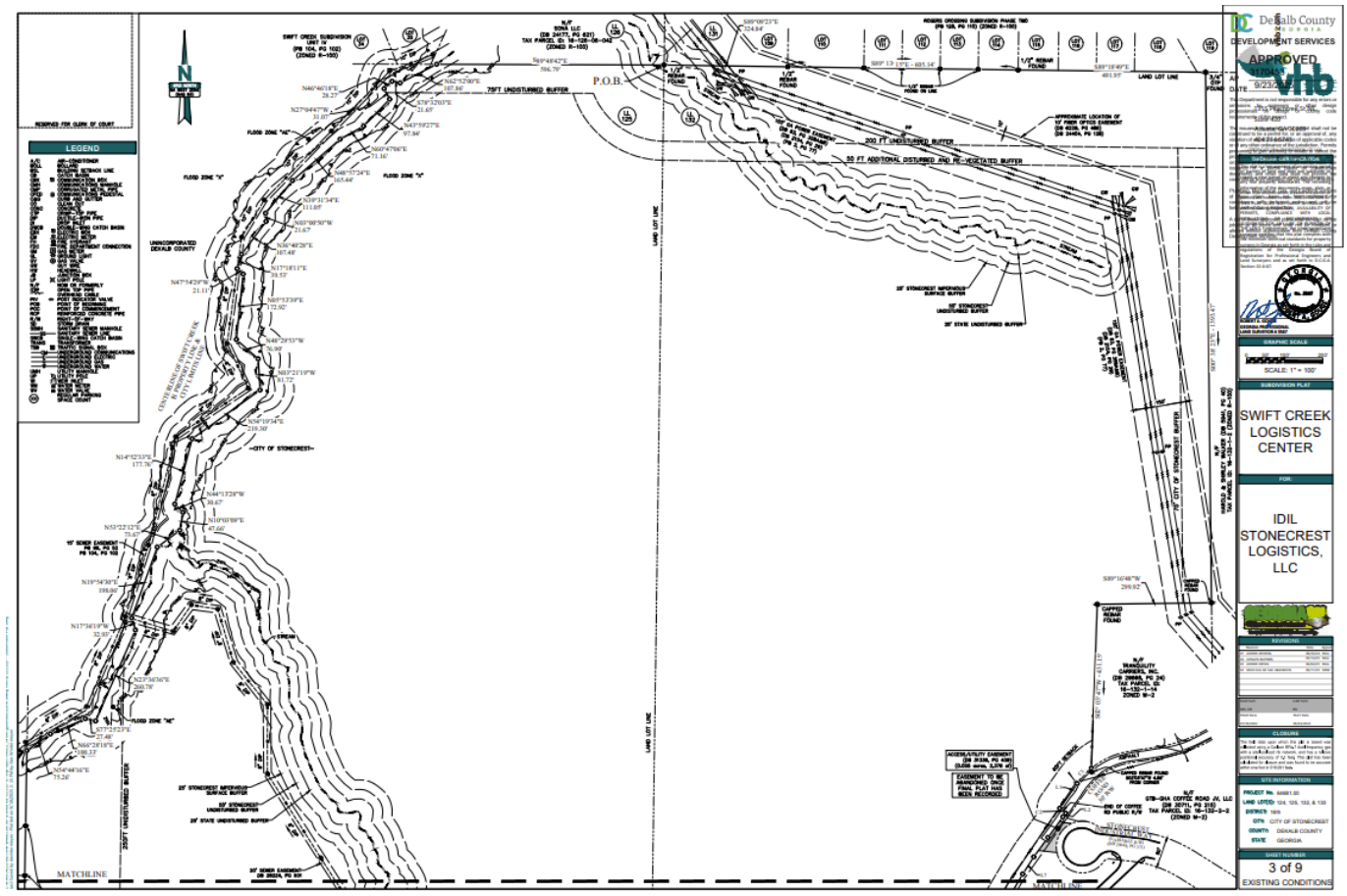
REVISIONS

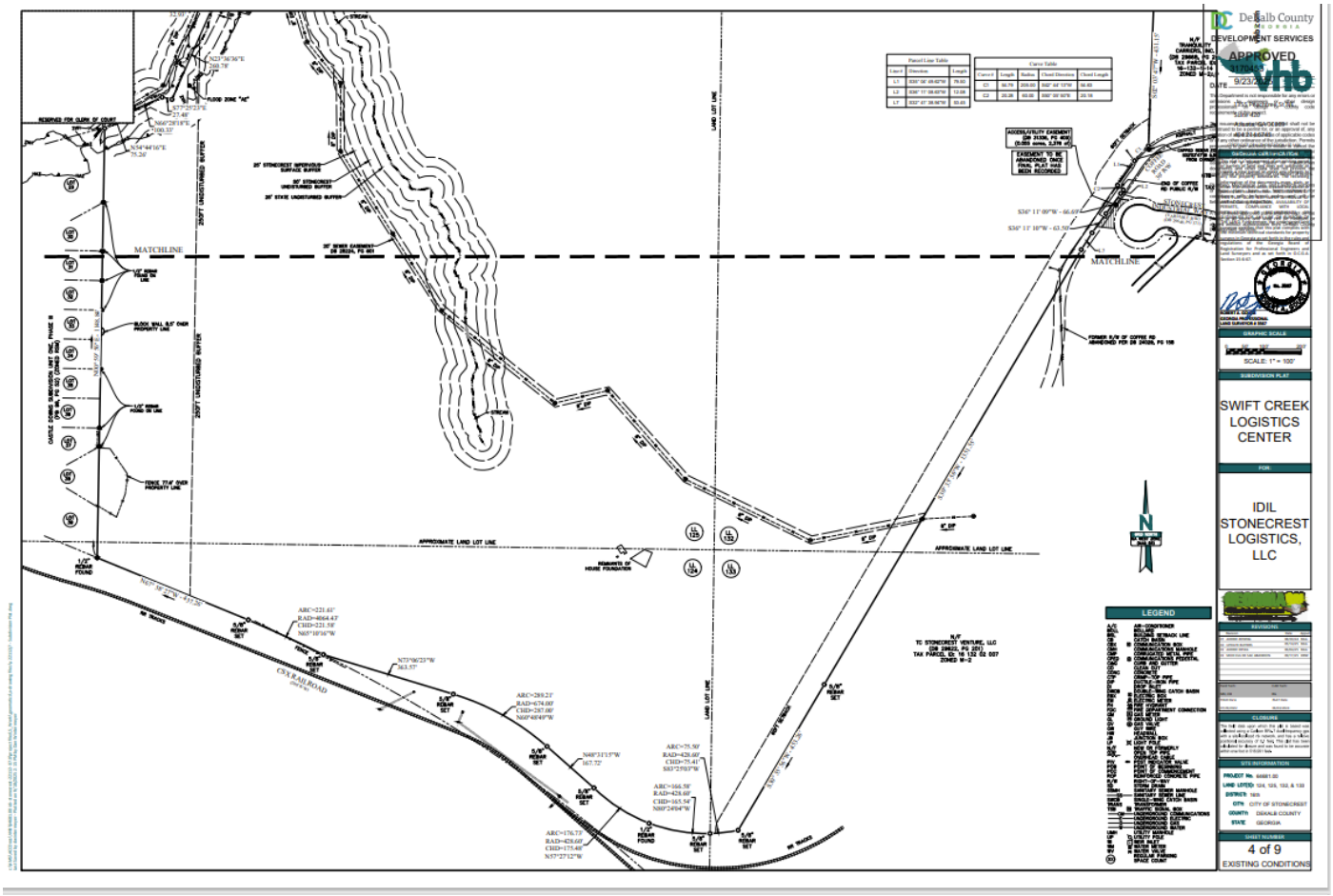
CLOSURE

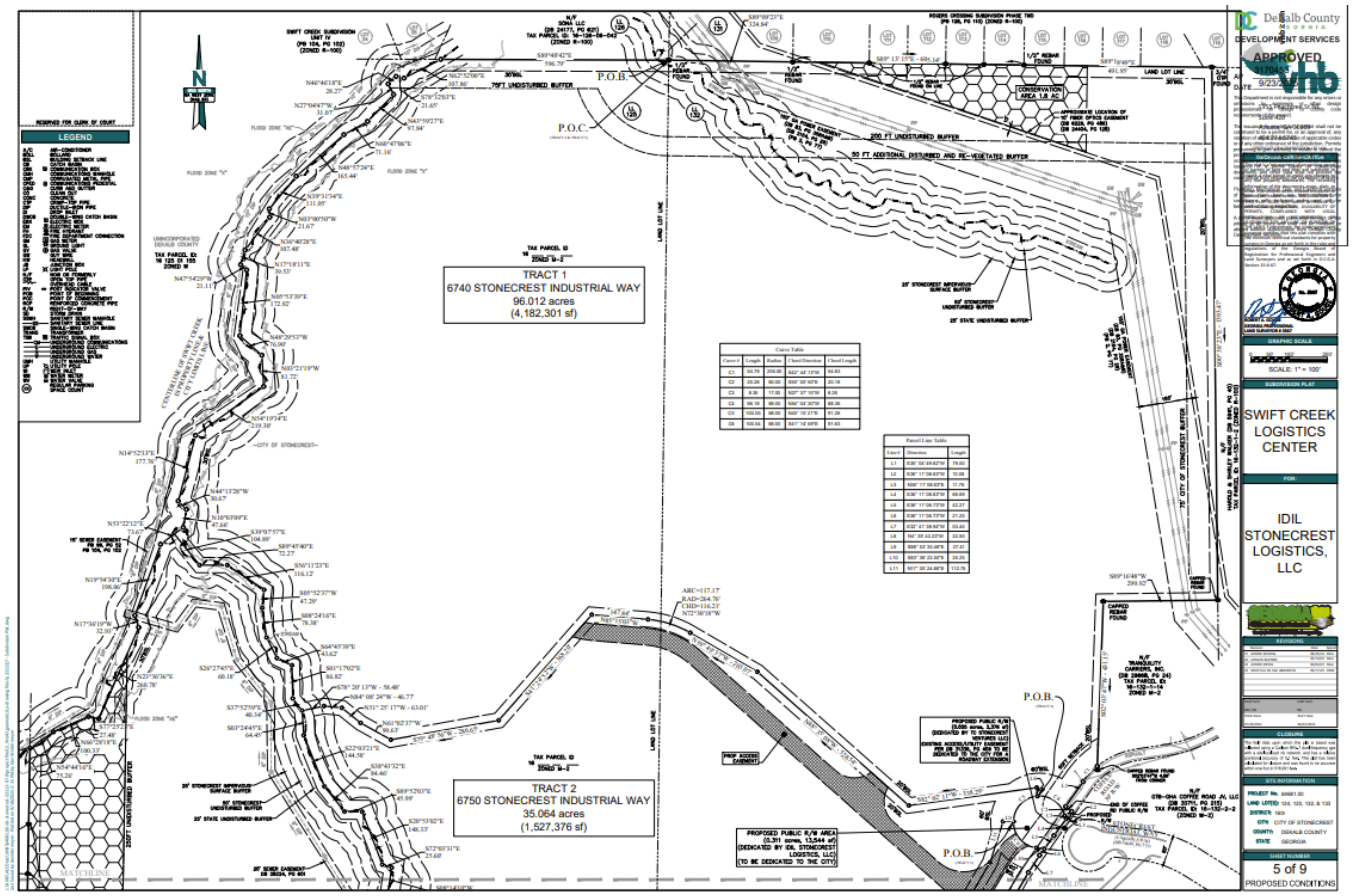
SITE INFORMATION
PROJECT No. 84681.00
LAND LOT(S): 124, 125, 132, & 133
DISTRICT: 16th
CITY: CITY OF STONECREST
COUNTY: DEKALB COUNTY
STATE: GEORGIA

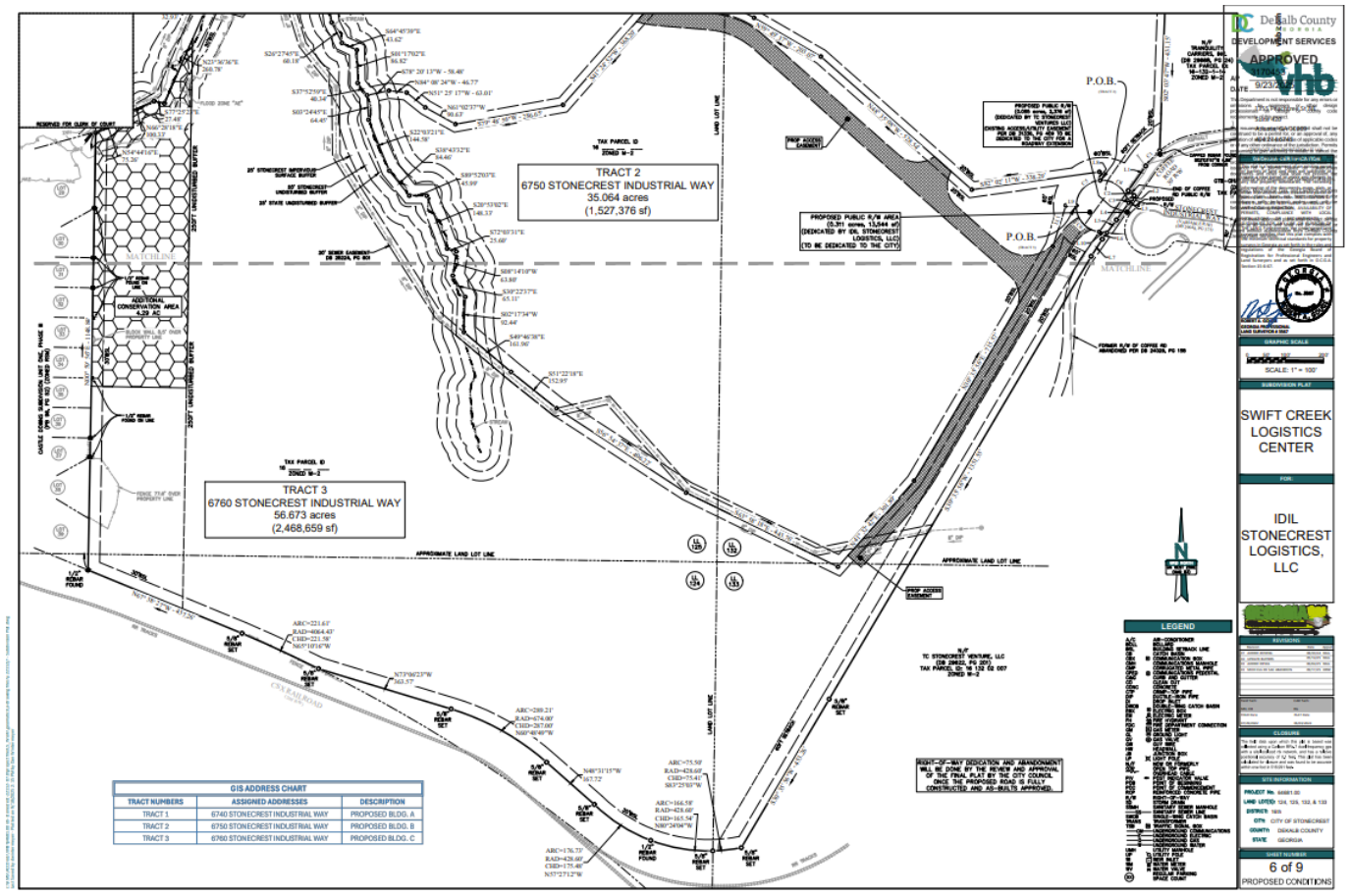
SHEET NUMBER
1 of 9
COVER SHEET

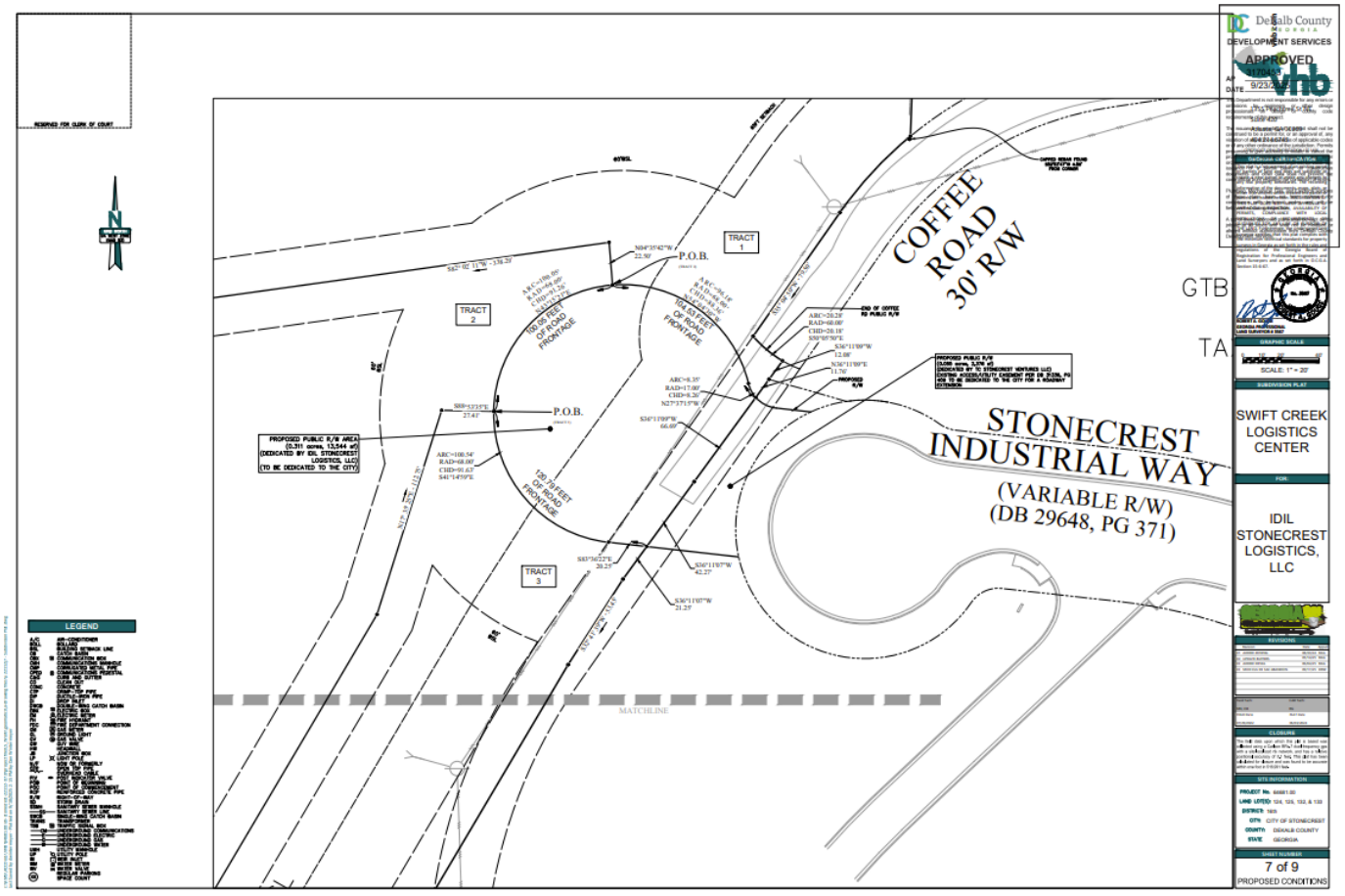


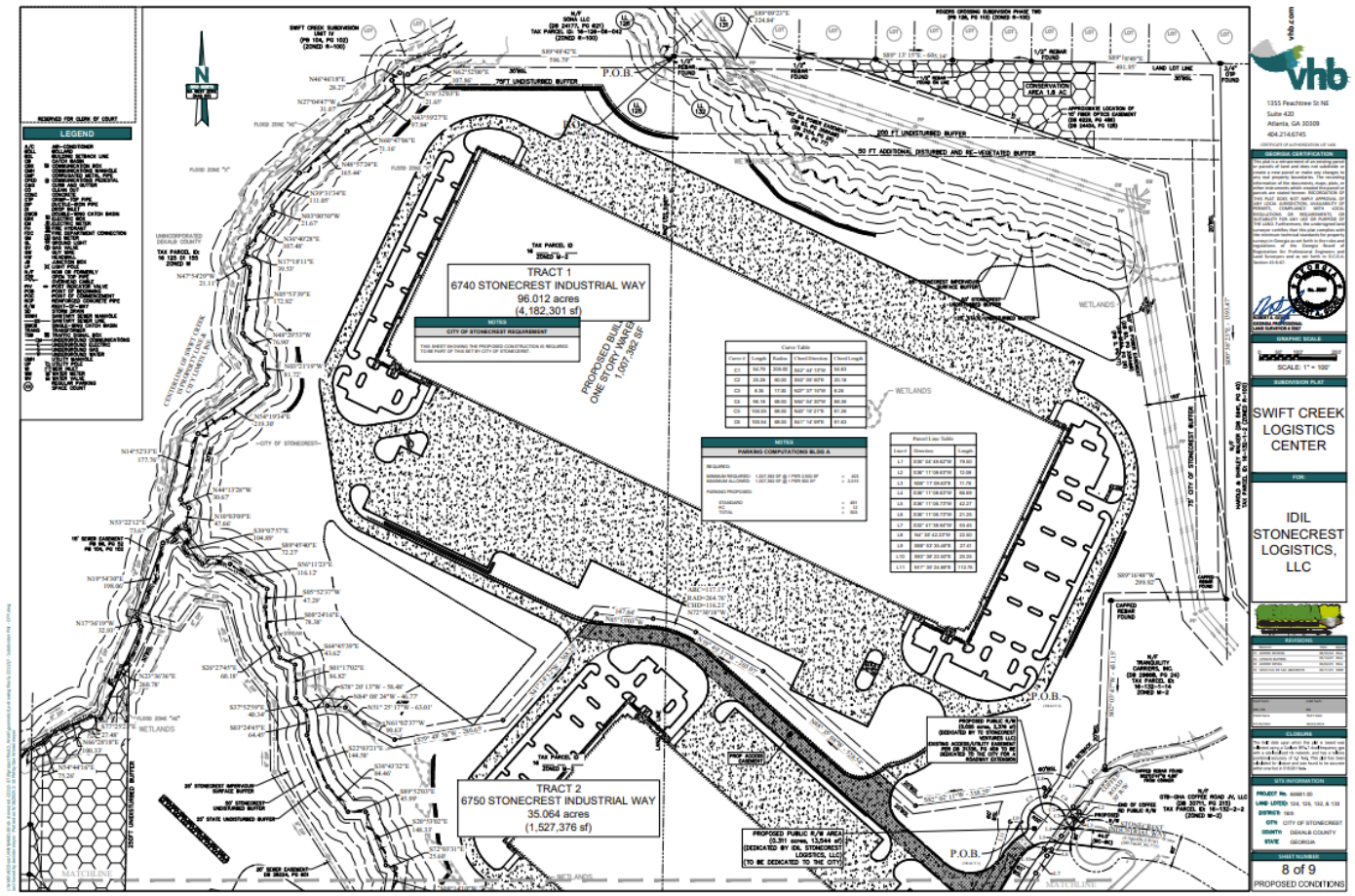

LEGEND
P.O.B.
MATCHLINE
DeKalb County
DEVELOPMENT SERVICES
APPROVED
SWIFT CREEK LOGISTICS CENTER
IDIL STONECREST LOGISTICS, LLC
3 of 9
EXISTING CONDITIONS


DeKalb County
GEORGIA
DEVELOPMENT SERVICES
APPROVED
9/23/2021
MATCHLINE
APPROXIMATE LAND LOT LINE
LAND LOT LINE
CSX RAILROAD
LEGEND
GRAPHIC SCALE
SCALE: 1" = 100'
SUBDIVISION PLAT
SWIFT CREEK LOGISTICS CENTER
FOR:
IDIL STONECREST LOGISTICS, LLC
REVISIONS
CLOSURE
SITE INFORMATION
SHEET NUMBER
4 of 9
EXISTING CONDITIONS

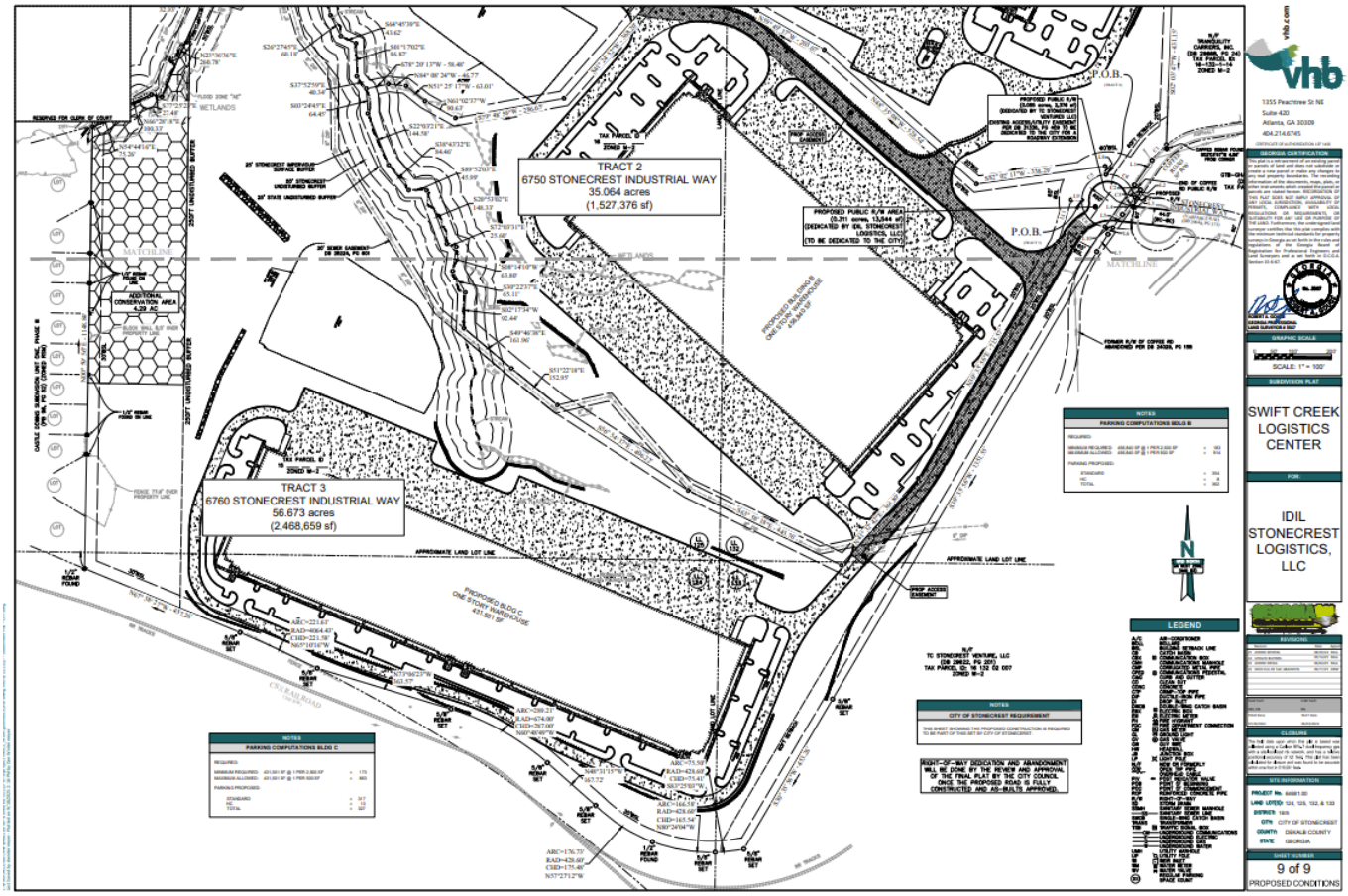

TRACT 1
6740 STONECREST INDUSTRIAL WAY
96.012 acres
(4,182,301 sf)
TRACT 2
6750 STONECREST INDUSTRIAL WAY
35.064 acres
(1,527,376 sf)
P.O.B.
P.O.C.
LEGEND
DeKalb County
DEVELOPMENT SERVICES
APPROVED
vhb
SWIFT CREEK LOGISTICS CENTER
IDIL STONECREST LOGISTICS, LLC
5 of 9
PROPOSED CONDITIONS


TRACT 2
6750 STONECREST INDUSTRIAL WAY
35.064 acres
(1,527,376 sf)
TRACT 3
6760 STONECREST INDUSTRIAL WAY
56.673 acres
(2,468,659 sf)
GIS ADDRESS CHART
TRACT NUMBERS | ASSIGNED ADDRESSES | DESCRIPTION
TRACT 1 | 6740 STONECREST INDUSTRIAL WAY | PROPOSED BLDG. A
TRACT 2 | 6750 STONECREST INDUSTRIAL WAY | PROPOSED BLDG. B
TRACT 3 | 6760 STONECREST INDUSTRIAL WAY | PROPOSED BLDG. C
DeKalb County GEORGIA
DEVELOPMENT SERVICES
APPROVED
9/23/24
SWIFT CREEK LOGISTICS CENTER
IDIL STONECREST LOGISTICS, LLC
LEGEND
6 of 9
PROPOSED CONDITIONS


COFFEE ROAD 30' R/W
STONECREST INDUSTRIAL WAY
(VARIABLE R/W)
(DB 29648, PG 371)
TRACT 1
TRACT 2
TRACT 3
P.O.B.
100.05 FEET OF ROAD FRONTAGE
164.53 FEET OF ROAD FRONTAGE
120.79 FEET OF ROAD FRONTAGE
PROPOSED PUBLIC R/W AREA (0.311 acres, 13,544 sf) (DEDICATED BY IDIL STONECREST LOGISTICS, LLC) (TO BE DEDICATED TO THE CITY)
MATCHLINE
LEGEND
GTB
TA
DeKalb County
DEVELOPMENT SERVICES
APPROVED
SWIFT CREEK LOGISTICS CENTER
IDIL STONECREST LOGISTICS, LLC
7 of 9
PROPOSED CONDITIONS


TRACT 1
6740 STONECREST INDUSTRIAL WAY
96.012 acres
(4,182,301 sf)
TRACT 2
6750 STONECREST INDUSTRIAL WAY
35.064 acres
(1,527,376 sf)
PROPOSED BLDG.
ONE STORY WAREHOUSE
1,007,382 SF
P.O.B.
WETLANDS
50 FT ADDITIONAL DISTURBED AND RE-VEGETATED BUFFER
200 FT UNDISTURBED BUFFER
75FT UNDISTURBED BUFFER
LEGEND
SWIFT CREEK LOGISTICS CENTER
IDIL STONECREST LOGISTICS, LLC
vhb
1355 Peachtree St NE
Suite 420
Atlanta, GA 30309
404.214.6745
SCALE: 1" = 100'
8 of 9
PROPOSED CONDITIONS

THE CITY OF STONECREST GEORGIA



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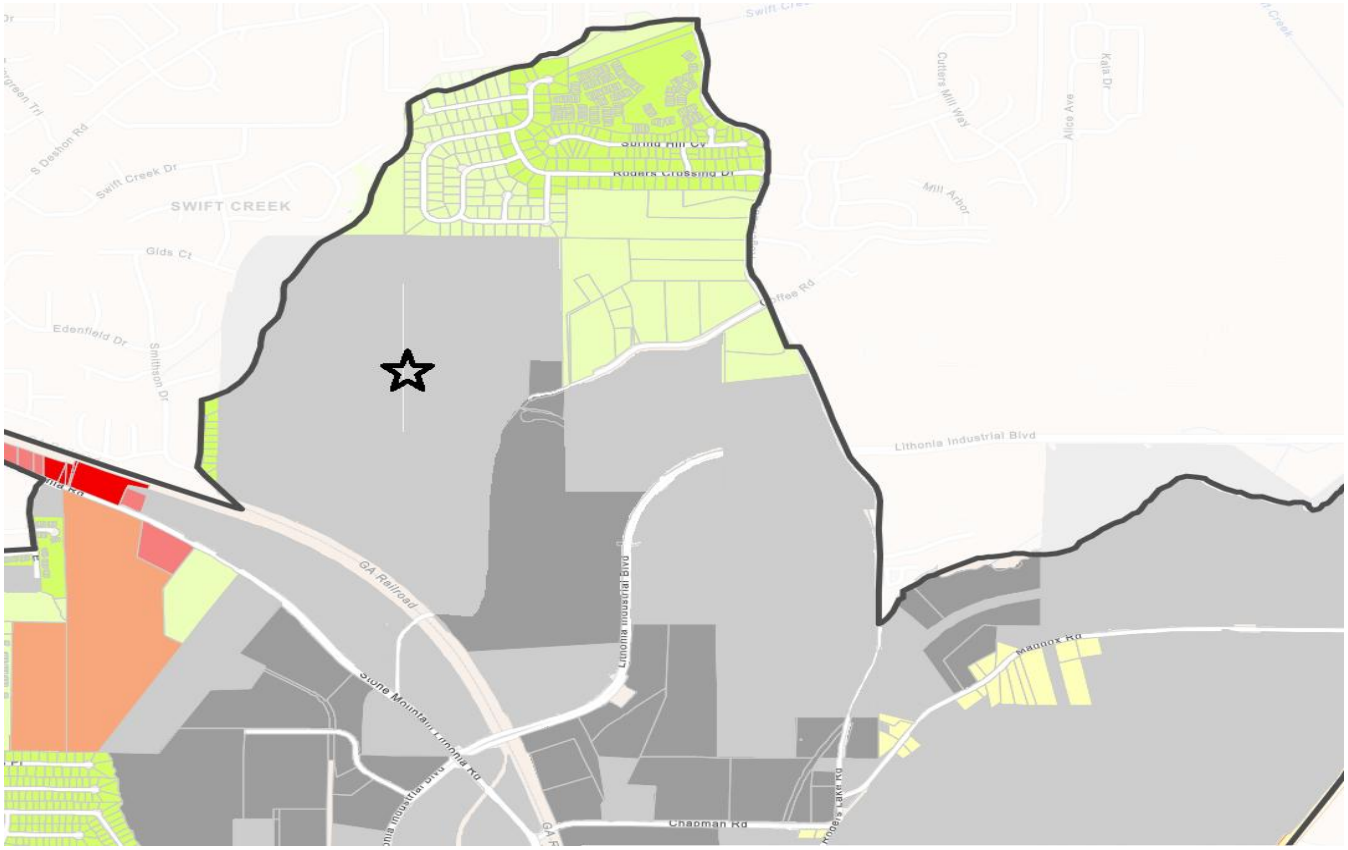
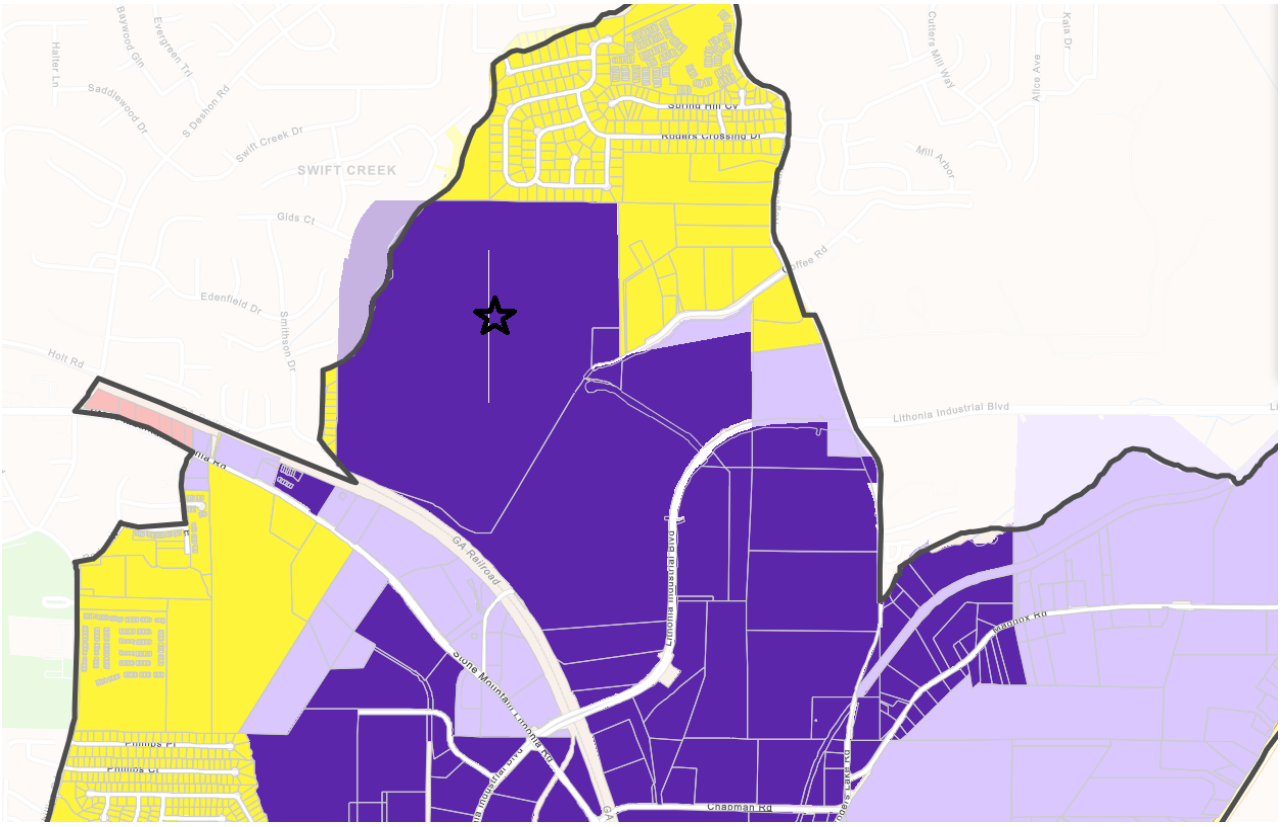
ZONING MAP



FUTURE LAND USE MAP

STONECREST OVERLAY



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-004 2374 Cove Lake Road

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☒ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☐ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☒ **ORDINANCE** ☐ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: A rezoning and map amendment request from MR-1 Medium Density Residential to MR-2

FACTS: The request is for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development

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

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

ATTACHMENTS:

(1) Attachment 1 - Staff Analysis
(2) Attachment 2 - Application
(3) Attachment 3 - Meeting Minutes
(4) Attachment 4 - Ordinance
(5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 2374 COVE LAKE ROAD (PARCEL ID 16 072 03 009) FROM MR-1 (MEDIUM DENSITY RESIDENTIAL- 1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL) FOR A PROPOSED 63 TOWNHOME DEVELOPMENT; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the Mayor and City Council desire to rezone 2374 Cove Lake Road (Parcel ID 16 072 03 009) from MR-1 (MEDIUM DENSITY RESIDENTIAL- 1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL); and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City's Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

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

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 2374 Cove Lake Road; and

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

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

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

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

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 2374 Cove Lake Road (Parcel ID 16 072 03 009) or as described on the zoning maps and associated site plan attached as Exhibit A from MR-1 (MEDIUM DENSITY RESIDENTIAL-1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL) District and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

A. Stormwater & Drainage Mitigation

1. Developer must submit a detailed stormwater management plan reviewed and approved by the City Engineer prior to site development permit approval.

2. Plan must include remediation for existing drainage issues and ensure no increase in post development runoff.

3. Developers must regrade affected areas as necessary to eliminate standing water and mitigate erosion on adjacent properties.

B. Development Standards & Townhome Quality

4. All townhomes must be a minimum of 25 feet wide, in compliance with current MR-1 standards.

5. Building elevations, façade materials, and design must be reviewed and approved by planning staff to ensure architectural quality and compatibility with surrounding homes.

6. A Homeowners Association (HOA) must be established to maintain common areas and enforce architectural standards.

C. Traffic & Emergency Access Improvements

7. A traffic impact study shall be completed and mitigation measures implemented prior to final plat approval.

8. Developer must coordinate with public safety departments to ensure adequate emergency vehicle access.

D. Public Safety Enhancements

9. Developer must contribute to public safety improvements along Covington Highway, such as funding for street lighting, surveillance infrastructure, or traffic calming measures subject to coordination with the City of Stonecrest City Engineer and DeKalb County Police Department.

10. Developer must coordinate with City of Stonecrest to evaluate the feasibility of installing traffic calming measures near the development entrance E. Community Amenities

11. Developer must include a playground within the common area with a list of amenities instead of a dog park to better serve families.

12. Any proposed amenity area shall include seating, shade, and landscaping.

Construction Management

13. A construction mitigation plan must be submitted, including limits on construction hours, dust control measures, and truck routing to minimize neighborhood disruption.

F. Plat and Permit Requirements

14. No final plat shall be approved until all conditions are satisfied and verified by city staff.

15. All development must comply with applicable MR-2 zoning regulations and building codes in effect at the time of permitting.

Existing Conditions: These are the current conditions that are on the subject property. The only change to these conditions is Condition #14. The applicant requested to change this condition from a dog park to a picnic with play area and staff agree with this request. All other conditions do not/will not change due to the rezoning request.

COMM.
ITEM NO. H-13 7.10.07
CLERK'S OFFICE Comm Mtg

CONDITIONS OF ZONING
For Applications LP-07-13310 and Z-07- 13309

1. The Property shall be rezoned to RM-100 for a maximum of 63 fee simple townhomes, all of which are to be rear entry via an alley with a paved area to be no more than twelve (12) feet wide and with no curb or gutter.

2. On Cove Lake Road there will be one curb cut for the Subject Property in alignment with Cove Lane, subject to the approval of DeKalb County DOT, and one curb cut for the northern 1.62 acres zoned commercial.

3. The size of the homes shall be a minimum of 1,400 square feet with each home having a single car garage and a driveway in front of the garage being a minimal of 20' foot in length accommodating additional parking.

4. The architectural style of the homes shall be traditional. Materials to be used on exterior facades of all buildings shall include brick, stone, stucco (not EFS type), or fiber-cement siding, or combinations of those materials. No vinyl, aluminum or metallic siding may be used. All sides of buildings shall include brick or stone. (CM) 7/10/07

5. Structures which are front face to front face, back face to back face, or front face to back face shall be not more than ~~forty (40)~~ fifty four (54) feet apart.

6. ~~The Townhomes shall be "for sale" only.~~ Only ten (10) percent of the townhomes may be rented at any given time.

7. A 50' buffer and building setback shall be provided to the rear property line as shown on the Rezoning Plan. Owner of the Subject Property shall not remove trees from this buffer area unless diseased or necessary to install utility crossings or detention facilities. The utilities shall not cross the buffer area unless another path is not reasonably available. The trees saved in the buffer area shall apply towards the tree preservation requirements under the Tree Protection Ordinance, DeKalb County. (CM) 7/10/07

8. Prior to commencing development for the Subject Property, the Owner shall clearly mark all tree save areas as designated on the Rezoning Plan with appropriate temporary fencing and/or other indicators so as to attempt to prevent loss or damage to trees within these areas.

9. Owner shall provide the following planted buffers in accordance with the Rezoning Plan:

   a. A 10' foot landscape strip between Covington Highway and the brick entry column adjacent to Cove Lake Road.
   b. Should the right-of-way be altered and/or reduced, all landscape strips shall be moved adjacent to the revised right-of-way.
   c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development. ~~to help screen cars from view~~ along Cove Lake Rd. (CM) 7/10/07

c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development.
d. Within the landscaping strips, the size of the shrubs planted shall be a size that is expected by local landscaping standards to allow for shrubs to reach maturity within three to four years from the date of installation. Trees will be in accordance with a landscaping plan approved by the Dekalb County Arborist.

10. The Applicant agrees to rebuild the brick entry column for Cove Lake if it is damaged or currently built on the Subject Property and needs to be relocated.

11. A mandatory homeowners association shall be created that will be responsible for the upkeep and maintenance of all front yards and common areas including all fencing, landscaping, amenities and buffers and shall include architectural control oversights for the development.

12. A Declaration of Covenants shall be recorded and shall contain rules and regulations applicable to the proposed residential community.

13. The development on the Subject Property shall comply with the recommendations from Dekalb County Public Works Department with respect to location, configuration and methodology of on-site detention and water quality ponds.

14. Play area will have gazebo and picnic benches and children's play equipment. LS 7/16/07

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

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

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of

the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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

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

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

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

ORDAINED this _____ day of _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A

REZONING APPLICATION ANALYSIS

Prepared By:	Ramona Eversley, Senior Planner
Petition Number:	**RZ25-000004**
Applicant:	David M. Miles Construction, Inc. C/O Battle Law, P.C. Habersham at Northlake, Building J, Suite 100 Tucker, Georgia 300384
Owner:	David Miles Construction, Inc.
Project Location:	2374 Cove Lake Road
District:	2- Councilman Terry Fye
Acreage:	+/-6.50 acres
Existing Zoning:	O.I- Office Institutional District
Future Land Use:	Urban Neighborhood (UN)
Overlay District:	N/A
Proposed Development/Request:	The applicant is seeking a rezoning and map amendment of +/- 6.5 acres from MR-1 (Medium Density Residential- 1) to MR- 2 (Medium Density Residential) for a proposed 63 townhome development.
CPIM:	8/14/2025
Planning Commission (PC):	9/2/2025
Mayor & City Council:	9/22/2025
Sign Posted/ Legal Ad(s) submitted:	7/28/2025
Staff Recommendations:	**APPROVAL w/ Conditions**
PC Recommendation:	**TBD**

PROJECT OVERVIEW

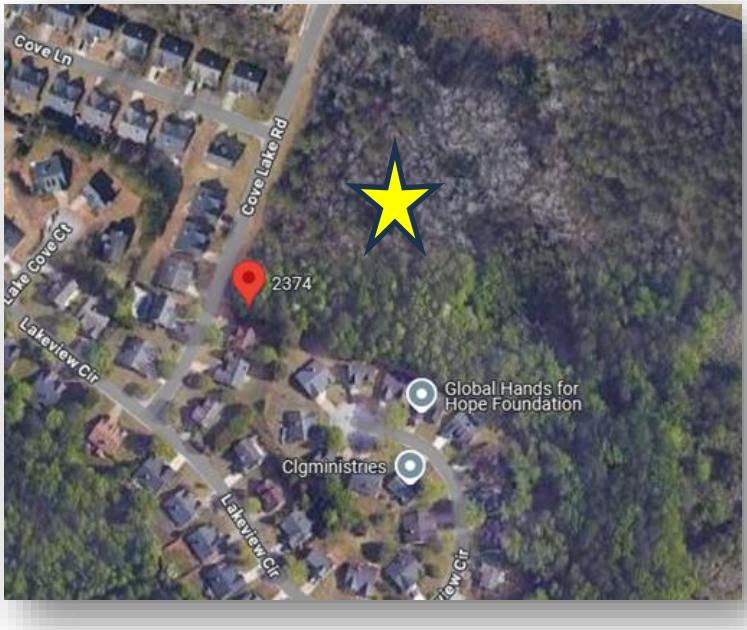
Location

The subject property is situated in Stonecrest's Cove Lake/Belmont suburban neighborhood with a parcel identification of 16 072 03 009. The subject property is currently vacant in a heavily wooded area. The property abuts C-1 Districts to the north, RSM to the south and west, and MR-1 (Med Density Residential – 1) to the East.



Background

The City of Stonecrest Zoning Map has the property zoned MR-1 (Med Density Residential – 1). The property is heavily wooded and vacant. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcels 16 072 03 009 (2374 Cove Lake Road) from MR-1 (Medium Density Residential – 1) to MR- 2 (Med Density Residential- 2).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	**MR-1 (Med Density Residential)**	**Vacant Land**
Adjacent: North	C-1 (Local Commercial)	Vacant Land
Adjacent: West	RSM (Small Lot Residential Mix)	Single Family Residential
Adjacent: East	MR-1 (Med Density Residential)	Southwest Athletic Complex
Adjacent: South	RSM (Small Lot Residential Mix)	Single Family Residential

DIVISION 14. - MR-2 (MEDIUM DENSITY RESIDENTIAL-2) DISTRICT

Sec. 2.14.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the MR-2 (Medium Density Residential-2) District is as follows:

A. To encourage primarily For Sale or For Rent residential, planned developments that allow accessory retail, office, institutional, and civic uses;
B. To provide for residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;
C. To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of and opportunity for alternative modes of travel;
D. To implement the future development map of the city's comprehensive plan.
E. To provide districts that allow appropriate development transitions.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in July 2025. There was a Community Planning Information Meeting (CPIM) held on August 14th, at 6:00 p.m. at city hall. There were six attendees who voiced several concerns regarding the development. Residents expressed concerns about:

Stormwater & Drainage: The underground detention pond has created significant issues, including water retention, flooding, and standing water after rain. Previous grading created sloping yards and erosion, leaving

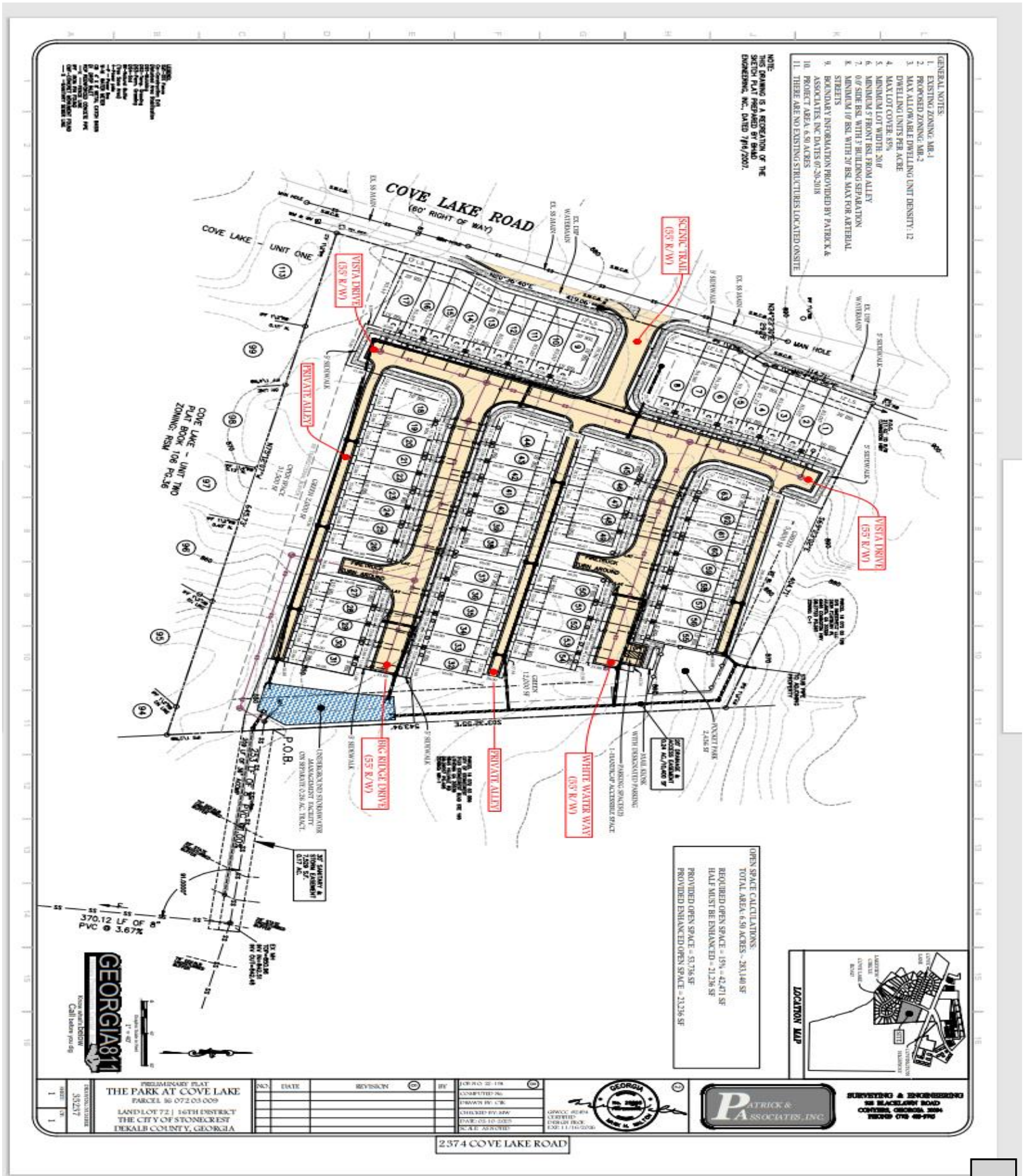
homeowners with long- term drainage problems. Residents were initially told the detention pond was a lake; once drained, it left behind persistent flooding and erosion issues.

Development Standards: In 2007, the previous developer proposed 20-foot-wide townhomes, though MR-1 zoning requires a minimum of 25 feet. The community strongly desires quality townhomes that comply with or exceed zoning requirements.

Traffic & Safety: Residents are concerned about dangerous intersections, frequent accidents, and limited access with only one way in and one way out. An additional access point, particularly at Cove Lake Road, is needed for traffic relief and emergency response. Increase police presence on Covington Highway is requested due to safety concerns and recent break-ins.

Community Amenities: The community would prefer a playground over a dog park to better serve families. They also request revisiting the previously approved 2007 plan for a storage facility.

Rezoning Plan



Building Elevations



Site Photos





RZ25-00004

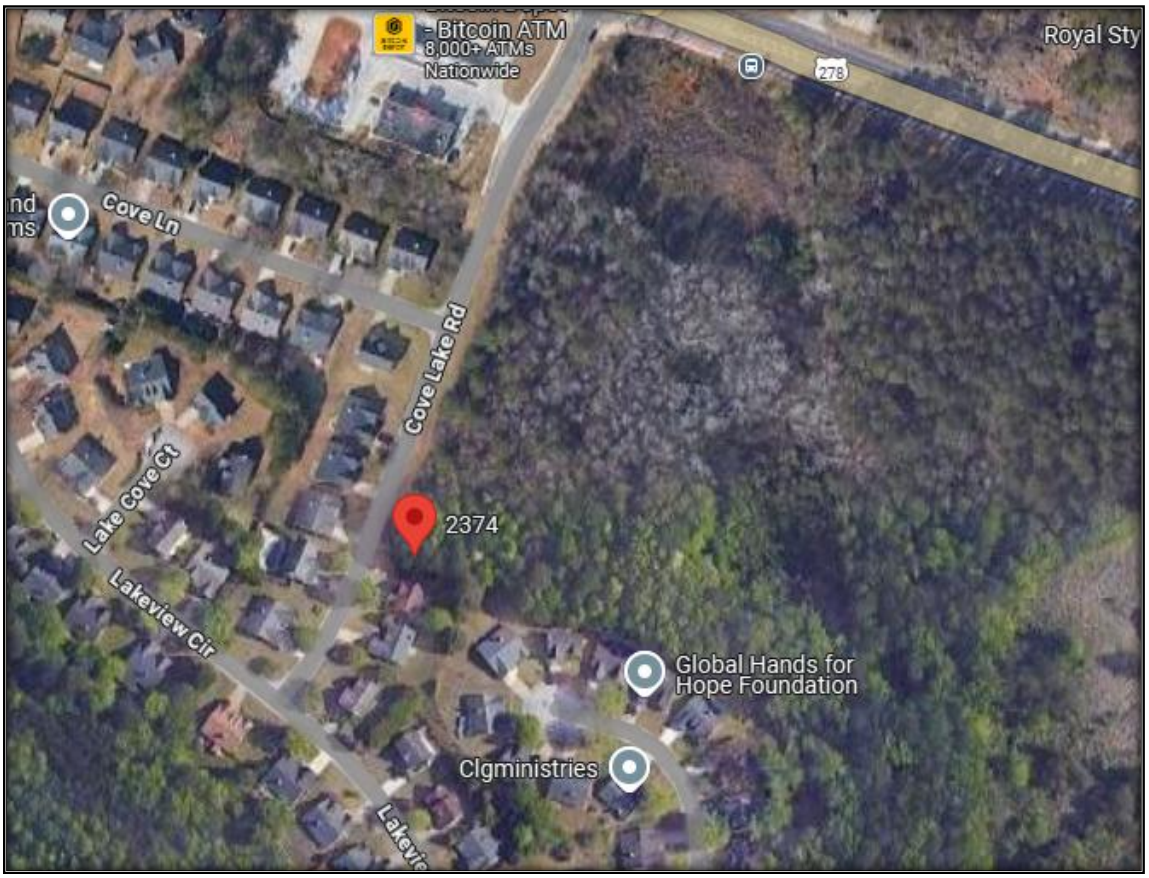
ADDRESS: **2374 COVE LAKE ROAD**

CURRENT ZONING: **MR—1 (Med Density Residential) District**

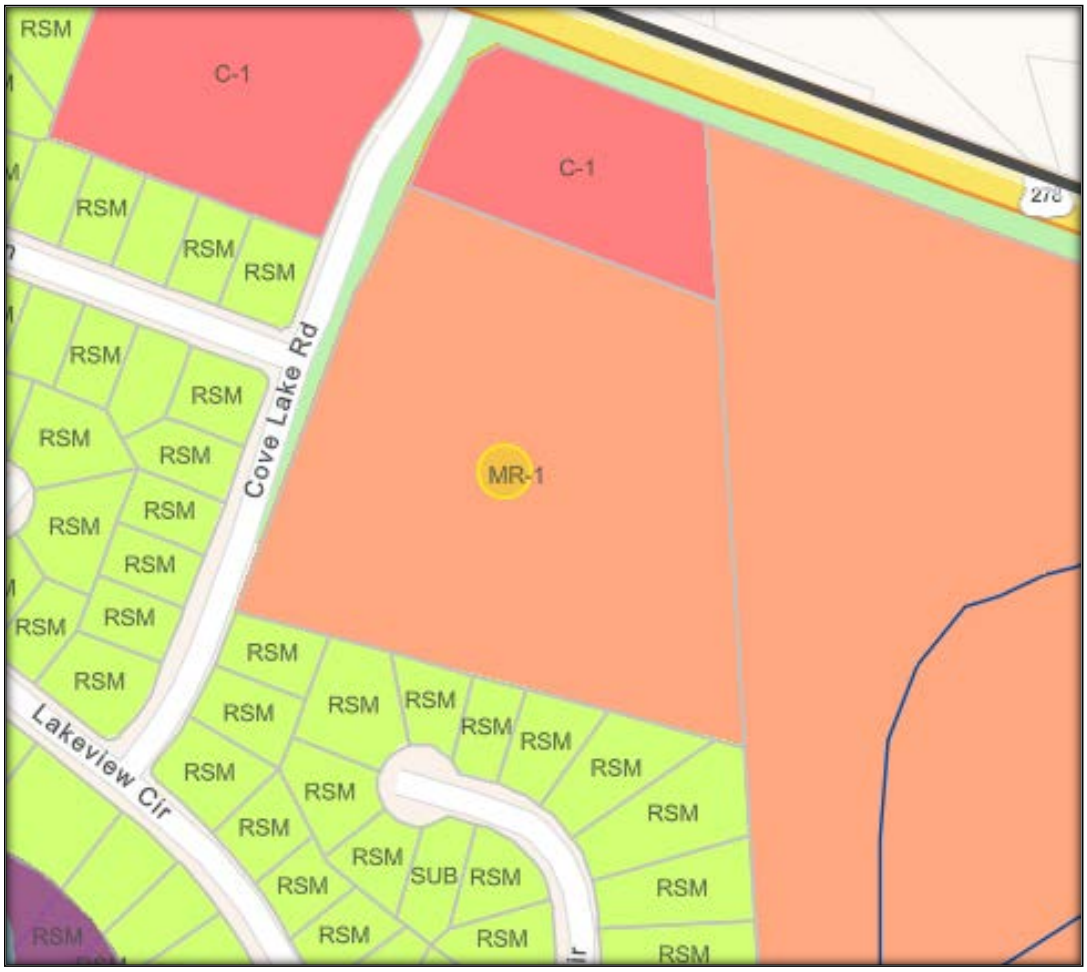
OVERLAY DISTRICT: **N/A**

FUTURE LAND USE**: Urban Neighborhood**

Aerial Map



Zoning Map



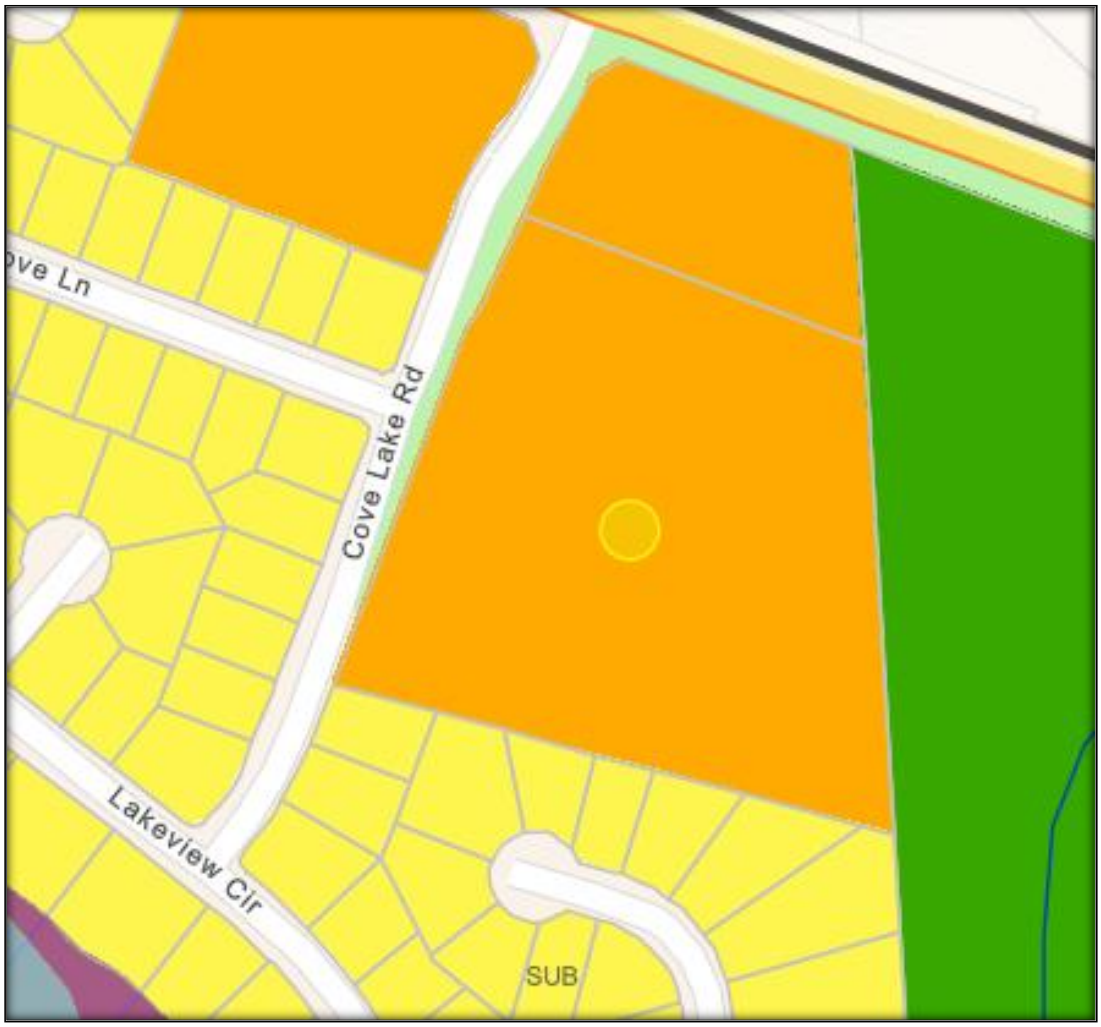
Legend

MR-1 - Med Density Residential

RSM - Small Lot Residential Mix

C-1 - Local Commercial

Future Land Use Map



Legend

Urban Neighborhood

Suburban

Conservation/Openspace

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STANDARDS OF ZONING MODIFICATION REVIEW

Section 7.3.5 *of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

1. **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

   Yes, the Subject Property has a future land use designation of "Urban Neighborhood". The MR-2 designation for this property is fully consistent with the City's vision for Urban Neighborhoods, offering medium-density, mixed-residential development that supports walkability and a range of housing choices. Urban Neighborhood allows for up to twelve (12) dwelling units per acre without density bonuses. The zoning proposal calls for sixty-three (63) dwelling units on six and a half (6.5) acres which results in a density of 9.69 dwelling units per acre. It reflects the policy intent and land-use framework established in the 2038 Comprehensive Plan.

2. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

   The proposed rezoning from MR-1 to MR-2 is suitable and compatible with the existing and surrounding property uses. MR-2 serves as a transitional buffer from existing single-family RSM areas, helping to integrate land-use changes smoothly across the neighborhood. On July 10, 2007, the DeKalb County Board of Commissioners approved CZ-07-13309 regarding the subject property for the development of up to 63 fee simple townhomes.

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

   The property already has an approved townhome development under the current MR-1 zoning, indicating it has a reasonable economic use as it stands. However, the applicant is seeking rezoning to MR-2 primarily to reduce building size requirements, rather than to establish economic viability. While MR-2 would allow a higher unit yield (~63 units versus 40 units), the requested change is more about increasing design flexibility and optimizing site layout, rather than addressing a lack of economic use. This request remains consistent with the property's Urban Neighborhood future land use designation.

4. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

   While the proposed MR-2 zoning is generally compatible with adjacent and nearby residential uses, increased density may contribute to traffic impacts in the area particularly given existing challenges accessing Covington Highway, as reported by residents. To minimize potential adverse effects on the use and usability of surrounding properties, it is critical that the site design incorporates appropriate buffers, traffic mitigation measures, safety of pedestrian and vehicular

connections that respect the character and capacity of the existing neighborhood.

5. **Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.**

   Current and evolving conditions in The City of Stonecrest favor approval of the MR-2 rezoning:

   - Infrastructure improvements create readiness for increased residential density.
   - Transit planning supports more compact, pedestrian-oriented development.
   - Demographic and development trends confirm housing demand consistent with MR-2.
   - Community opposition to industrial rezoning underscores a preference for residential alignment.
   - The DeKalb County Board of Commissioners approved CZ-07-13309 regarding the Subject Property for the development of up to 63 fee simple townhomes.

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

   There is no evidence of historic properties, districts, or archaeological resources in or adjacent to the 2374 Cove Lake Rd site. As such, the proposed rezoning to MR-2 would not adversely affect historic or archaeological resources. No preservation mitigation measures are required based on available information.

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

   Although the rezoning to MR-2 will result in increased demand across transportation, utilities, and schools, there is **no indication of an excessive or burdensome impact**:

   - **Transportation**: Local roads are being improved, and the scale of additional traffic is moderate.
   - **Utilities**: Providers are upgrading service capacity proactively.
   - **Schools**: Incremental enrollment is small in scale and within existing public school capacity ranges.

   A **traffic impact study** and coordination with DeKalb County Schools would provide a more definitive assessment but are not triggering concerns based on current city and district planning**.**

8. **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

   There is **no evidence** that the rezoning proposal would negatively impact environmental or natural resources**.**

STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

A. **Stormwater & Drainage Mitigation**

1. Developer must submit a detailed **stormwater management plan** reviewed and approved by the City Engineer prior to site development permit approval.
2. Plan must include remediation for existing drainage issues and ensure no **increase in post-development runoff**.
3. Developers must **regrade affected areas** as necessary to eliminate standing water and mitigate erosion on adjacent properties.

B. **Development Standards & Townhome Quality**

4. All townhomes must be a **minimum of 25 feet wide**, in compliance with current MR-1 standards.
5. Building elevations, façade materials, and design must be **reviewed and approved by planning staff** to ensure architectural quality and compatibility with surrounding homes.
6. A **Homeowners Association (HOA)** must be established to maintain common areas and enforce architectural standards.

C. **Traffic & Emergency Access Improvements**

7. A **traffic impact study** shall be completed and mitigation measures implemented prior to final plat approval.
8. Developer must coordinate with public safety departments to ensure adequate **emergency vehicle access**.

D. **Public Safety Enhancements**

9. Developer must contribute to public safety improvements along Covington Highway, such as funding for street lighting, surveillance infrastructure, or traffic calming measures subject to coordination with the City of Stonecrest City Engineer and DeKalb County Police Department.
10. Developer must coordinate with City of Stonecrest to evaluate the feasibility of installing **traffic-calming measures** near the development entrance

E. **Community Amenities**

11. Developer must include a **playground** within the common area with a list of amenities instead of a dog park to better serve families.
12. Any proposed amenity area shall include seating, shade, and landscaping.

Construction Management

13. A **construction mitigation plan** must be submitted, including limits on construction hours, dust control measures, and truck routing to minimize neighborhood disruption.

F. **Plat and Permit Requirements**

14. No final plat shall be approved until all conditions are satisfied and verified by city staff.
15. All development must comply with applicable MR-2 zoning regulations and building codes in effect at the time of permitting.

Existing Conditions: These are the current conditions that are on the subject property. The only change to these conditions is Condition #14. The applicant requested to change this condition from a dog park to a picnic with play area and staff agree with this request. All other conditions do not/will not change due to the rezoning request.

COMM. _____
ITEM NO. H-13 7/16/07
CLERK'S OFFICE Comm Mtg

CONDITIONS OF ZONING
For Applications LP-07-13310 and Z-07- 13309

1. The Property shall be rezoned to RM-100 for a maximum of 63 fee simple townhomes, all of which are to be rear entry via an alley with a paved area to be no more than twelve (12) feet wide and with no curb or gutter.

2. On Cove Lake Road there will be one curb cut for the Subject Property in alignment with Cove Lane, subject to the approval of DeKalb County DOT, and one curb cut for the northern 1.62 acres zoned commercial.

3. The size of the homes shall be a minimum of 1,400 square feet with each home having a single car garage and a driveway in front of the garage being a minimal of 20' foot in length accommodating additional parking.

4. The architectural style of the homes shall be traditional. Materials to be used on exterior facades of all buildings shall include brick, stone, stucco (not EFS type), or fiber-cement siding, or combinations of those materials. No vinyl, aluminum or metallic siding may be used. All sides of buildings shall include brick or stone. (LM) 7/6/07

5. Structures which are front face to front face, back face to back face, or front face to back face shall be not more than ~~forty (40)~~ fifty four (54) feet apart.

6. ~~The Townhomes shall be "for sale" only.~~ Only ten (10) percent of the townhomes may be rented at any given time

7. A 50' buffer and building setback shall be provided to the rear property line as shown on the Rezoning Plan. Owner of the Subject Property shall not remove trees from this buffer area unless diseased or necessary to install utility crossings or detention facilities. The utilities shall not cross the buffer area unless another path is not reasonably available. The trees saved in the buffer area shall apply towards the tree preservation requirements under the Tree Protection Ordinance, DeKalb County. (LM) 7/10/07

8. Prior to commencing development for the Subject Property, the Owner shall clearly mark all tree save areas as designated on the Rezoning Plan with appropriate temporary fencing and/or other indicators so as to attempt to prevent loss or damage to trees within these areas.

9. Owner shall provide the following planted buffers in accordance with the Rezoning Plan:

   a. A 10' foot landscape strip between Covington Highway and the brick entry column adjacent to Cove Lake Road.
   b. Should the right-of-way be altered and/or reduced, all landscape strips shall be moved adjacent to the revised right-of-way.
   c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development. to help screen cars from view along Cove Lake Rd. (LM) 7/10/07

Page 1 of 1

c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development.
d. Within the landscaping strips, the size of the shrubs planted shall be a size that is expected by local landscaping standards to allow for shrubs to reach maturity within three to four years from the date of installation. Trees will be in accordance with a landscaping plan approved by the Dekalb County Arborist.

10. The Applicant agrees to rebuild the brick entry column for Cove Lake if it is damaged or currently built on the Subject Property and needs to be relocated.

11. A mandatory homeowners association shall be created that will be responsible for the upkeep and maintenance of all front yards and common areas including all fencing, landscaping, amenities and buffers and shall include architectural control oversights for the development.

12. A Declaration of Covenants shall be recorded and shall contain rules and regulations applicable to the proposed residential community.

13. The development on the Subject Property shall comply with the recommendations from Dekalb County Public Works Department with respect to location, configuration and methodology of on-site detention and water quality ponds.

14. Play area will have gazebo and picnic benches and children's play equipment. LM 7/16/17

PLANNING COMMISSION (PC) RECOMMENDATION – September 2, 2025.

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

November 13, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

Stonecrest's YouTube Broadcast Link

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request, including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Ramona Eversley

II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT**– Ramona Eversley

III. **Item(s) of Discussion:**

PETITION:	**RZ25-004**
PETITIONER:	David M. Miles Construction, Inc.
LOCATION:	2374 Cove Lake Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development.

Michele Battle of Battle Law P.C. spoke. She stated that in 2007, the property was zoned to RM-100 under DeKalb County, which is known as MR-1 under the City of Stonecrest jurisdiction. The MR-1 zoning district minimum allowed width is 5 feet less than what was permitted under RM-100, which impacts their proposed density. They have met with the Cove Lake community as well as the DeKalb County Fire Marshal's office to adjust their plans. They are proposing to develop 63 units.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to ask if the units would be on individual water meters.

Michele Battle answered that the units will be on individual meters.

PETITION:	**SDP24-004**
PETITIONER:	Breogan Fondevila of VHB
LOCATION:	6750 Stonecrest Industrial Way
PETITIONER'S REQUEST:	The petitioner is seeking approval for a preliminary plat for a proposed Logistics Center.

Nick Favor with VHB spoke. He stated that the request is to divide the parcel into three separate parcels.

Citizens were given the chance to comment.

***Kim James*, a resident of unincorporated DeKalb County,** questioned how far the development is from her home. She stated her concerns are for children in the area.

Nick Favor with VHB stated that the parcel was rezoned two years ago for the logistics center.

Ellis Woodhall, a resident of unincorporated DeKalb County, stated his curiosity about the project.

Faye Cofield, a resident, stated her concerns for the residents who live in the area.

Renee Kale, a resident, asked about the number of diesel trucks that will service the facility and the types of items that will be housed.

CITY OF STONECREST, GEORGIA

Nick Favor with VHB stated that the use is unique to the users who are there.

He also stated that the property is bordered by creeks, power lines, railroads, and two industrial buildings.

Montoya Turner, a resident, stated that this was his first time hearing about the project. He wanted to know more about the use, the number of trucks that will be on the property, etc.

Nia Harper, a resident, stated her concern about not knowing the specific businesses that will be operating in the facility and wanted to know if another environmental impact study, as well as additional studies, could be conducted.

Nick Favor with VHB stated that the studies required have been conducted. The City of Buford was used as an example of how their proposed project can be integrated into a current setting.

Kathy Randy, a resident, asked about the buffer and how the project will affect her property values.

Nick Favor stated that their project exceeds the buffer requirements.

Fellisha Blair, Stonecrest Planner, read the buffer requirements established by the conditions placed by DeKalb County.

PETITION:	**SLUP25-006**
PETITIONER:	Maiysha Rashad
LOCATION:	5940 Fairington Road
PETITIONER'S REQUEST:	The request is for a Special Land Use Permit (SLUP) to operate their (alcohol) package store.

Hakim Hilliard, representative of the applicant, spoke. He stated that there are other commercial businesses in the plaza, and that it was a previous package store. The owners will not have devices that may encourage loitering, they will have security measures in place, and will have strict operating standards. He also stated that the interior layout will differ from the previously operated business.

Citizens were given the chance to comment.

Faye Cofield, a resident, spoke. He stated that she is very familiar with the location and the previous owner through her security company. She mentioned how strict the previous owner was about loitering and asked if they would be the same. She also asked about the nearby restaurant.

Hakim Hillard stated that the proposed owner will also be strict about loitering and that the nearby restaurant is under a different tenant.

Glinda Jordan, a resident, stated her disapproval of the opening of another package store in the city.

Hakim Hillard stated his understanding of their concerns and that there was a previous package store in that location.

Faye Cofield, a resident, asked if the applicant had other businesses in the city.

Hakim Hillard stated that they do not.

PETITION:	**V25-014**
PETITIONER:	Joy Grier
LOCATION:	6900 Rockland Road
PETITIONER'S REQUEST:	The request is for a variance from *Sec. 5.4.7 - Walls, fences, and retaining walls* to install an eight-foot fence on the property.

Joy Grier, the applicant, spoke. She stated that there is an old county road in front of her property, which has led to a security issue due to many people traveling along it. There has also been an incident where a car drove into the ditch in front of her property. She currently has a four-foot fence.

Citizens were given the chance to comment.

Glinda Jordan, a resident, asked about the acreage of the parcel and if there were any neighbors nearby.

Joy Grier, the applicant, responded that the property is six acres, which created a distance from other surrounding parcels.

CITY OF STONECREST, GEORGIA

PETITION:	**V25-015**
PETITIONER:	The City of Stonecrest
LOCATION:	5106 Klondike Road
PETITIONER'S REQUEST:	The request is for a stream buffer variance for the Everett Park Kayak Launch project.

Ali Iftikhar with CERM spoke. He stated that the purpose is to provide recreational access to the South River by constructing a Kayak launch and adequate parking space. Field investigations, such as a wetland delineation, a field survey, and geotechnical exploration, have been conducted for the request to encroach into the 75-foot buffer.

No comments were given by the citizens.

PETITION:	**RZ25-006**
PETITIONER:	Ramata Sissoko Cisse
LOCATION:	7511 Covington Highway
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION:	**RZ25-007**
PETITIONER:	Ramata Sissoko Cisse
LOCATION:	6760 Chupp Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Cases RZ25-006 and RZ25-007 have been deferred to the next scheduled CPIM. She was given a chance to briefly speak on her petition.

Ramata Sissoko Cisse stated that she opened the first African Hair Braiding salon in DeKalb County. Many of her customers are interested in the African culture, which inspired her to open an African Center on the property if approved.

IV. ADJOURNMENT

The meeting adjourned at 7:27 pm.

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.

APPROVED: Ellis Still 11/24/2025

DIRECTOR, PLANNING & ZONING **DATE**

ATTEST:

SECRETARY **DATE**

CITY OF STONECREST, GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 25-006 5940 Fairington Road

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: Applicant is requesting a Special Land Use Permit (SLUP) approval to re-open a liquor store.

FACTS: The applicant is request a SLUP to re-open a liquor store that closed in June of 2025.

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

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

ATTACHMENTS:

(1) Attachment 1 - Staff Analysis/Summary
(2) Attachment 2 - CPIM Meeting Minutes
(3) Attachment 3 - Click or tap here to enter text.
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO APPROVE SPECIAL LAND USE PERMIT SLUP 25-006 ON PARCEL NUMBER 16 074 01 002 TO RE-ESTABLISH A LIQUOR STORE AT 5940 FAIRINGTON ROAD; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.

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

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

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

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

WHEREAS, the City received an application to re-establish a liquor store at 5940 Fairington Road; and

WHEREAS, pursuant to the City's Zoning Ordinance applicants who desire to operate a liquor store in the C-1 (Local Commercial) zoning district must obtain a special land use permit; and

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

WHEREAS, the City has properly advertised and held a public hearing before the Planning Commission for SLUP 25-006; and

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

WHEREAS, the Director of Planning and Zoning recommends approval with conditions of special land use permit SLUP 25-006 of property located at 5940 Fairington Road; and

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

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

Section 1. That SLUP 25-006, to re-establish a liquor store at 5940 Fairington Road, satisfying section 7.4.6 of Division 4 of Article 7 and Division 2 of Article 4 in Chapter 27 of the City of Stonecrest Code of Ordinances, **APPROVED WITH CONDITIONS** as follows:

1. The fencing and dumpster area shall be painted in a consistent color as the building.

2. Landscaping shall be installed to beautify the property and screen the parking areas.

3. The monument sign near the western boundary of the property shall be removed.

4. The property owner shall install and maintain high-resolution exterior security cameras covering all entrances, parking areas, and loading zones. Footage must be stored for a minimum of 30 days and made accessible to law enforcement upon request.

5. No consumption of alcohol shall be permitted on the premises, and clear signage shall be posted to that effect.

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

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

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

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

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

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

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2025.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

_____
Jazzmin Cobble, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

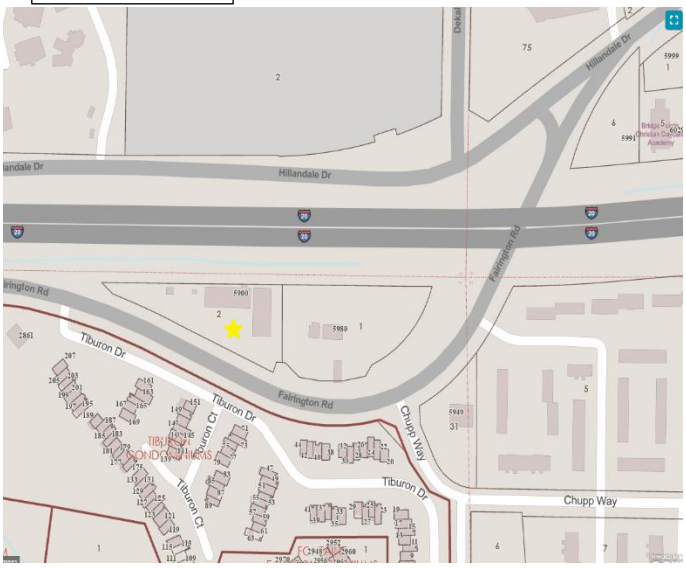
_____
City Attorney

SPECIAL LAND USE PERMIT ANALYSIS

Prepared By:	Ellis Still, Deputy Director
Petition Number:	SLUP 25-006
Applicant:	Abdullahi Abdi 5940 Fairington Road Stonecrest, GA 30038 fairingtonliquor@gmail.com
Property Owner:	Akporokah Julius 5970-B Fairington Road Stonecrest, GA 30038
Project Location:	5940 Fairington Road (Parcel ID 16 074 01 002)
District:	3 – Councilwoman Alicia Washington
Acreage:	+/- 1.48 acres
Existing Zoning:	C-1 (Local Commercial) District
Overlay:	None
Future Land Use:	Urban Neighborhood (UN)
Proposed Development/Request:	The applicant is seeking to re-establish a liquor store.
CPIM:	November 13, 2025
Planning Commission:	December 2, 2025
Mayor & City Council:	December 16, 2025
Sign Posted/ Legal Ad(s) submitted:	October 27, 2025
Staff Recommendations:	**APROVAL**
Planning Commission:	**TBD**

PROJECT OVERVIEW

SLUP 25-006





Location

The subject property is located at 5940 Fairington Road, Stonecrest, GA 30038. The property is just south of Interstate 20 close to the intersection of Fairington Road and Chupp Road. Fairington Road is classified as a Collector Road.

The property zoned C-1 (Local Commercial) zoning district and the surrounding properties are zoned C-1 (Local Commercial) and MR-1 (Medium Density Residential).

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	Interstate 20	Interstate
Adjacent: West	RSM (Small Lot Residential) District	Residential (Single Family Home)
Adjacent: East	C-1 (Local Commercial) District	Commercial (Convenience Store/Gas Station)
Adjacent: South	MR-1 (Med Density Residential) District	Residential (Tiburon Townhome Community)

Background

The property is zoned C-1 (Local Commercial) and is 1.48 acres in area. The property consists of 2 buildings and 2 accessory buildings. The primary structures comprise 9,152 square feet of building. The structure was built in 1971.

There are approximately 7 suites between the two buildings. There appears to currently be two vacant suites. The proposed request is to re-establish a liquor store. The previous tenant in the space was a liquor store that closed in June 2025 according to City records.

According to the City Council DIVISION 26. - C-1 (LOCAL COMMERCIAL) DISTRICT | Code of Ordinances | Stonecrest, GA | Municode Library the purpose and intent of the City Council in establishing the C-1 (Local Commercial) District is as follows: A. To provide convenient local retail shopping and service areas within the city for all residents; B. To provide for quality control in development through materials and building placement; C. To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods; D. To implement the future development map of the city's comprehensive plan.

DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

Sec. 4.2.19. - Alcohol outlets, retail, package liquor store.

Sec. 4.2.41. - Personal care homes and child caring institutions.

A. Package stores shall not be located:

1. Within 1,000 feet of an existing package store or alcohol outlet;

2. Within 600 feet of any residence, church, school, school building or grounds, educational facility, college campus, or sexually oriented business; or

3. Within 600 feet of a substance abuse treatment center owned, operated or approved by the state or any county or municipal government.

B. Alcohol outlets shall not be located:

1. Within 600 feet of any school building, school grounds, educational facility, college campus, or sexually oriented business; or

2.Within 600 feet of a substance abuse treatment center owned, operated, or approved by the state or any county or municipal government.

C. For the purpose of this section, distance shall be measured according to chapter 4.

D. For alcohol sales as an accessory use to retail, the area devoted to the sale and storage of alcohol shall not exceed 20 percent of gross floor area.

E. The sale or distribution of individual cups and individual servings of ice at package stores is prohibited.

F. Alcohol outlets accessory to convenience stores with gas pumps require a special land use permit.



Caption: *An example of Urban Neighborhood Land Use in Stonecrest, GA*

Urban Neighborhood (UN): The Urban Neighborhood land use districts establish and preserve compact pedestrian-friendly neighborhoods and communities. The characteristics include higher pedestrian orientation, sidewalks, and more grid-like street patterns. This district may have on-street parking, small lots, and buildings closer to the front property line. These areas may have alleys and neighborhood-scale commercial scattered throughout. Microhousing units are permitted in this land use. The proposed density for areas of this type is from 6 to 12 dwelling units per acre.

Use Descriptions: Townhomes; Multi-family; Neighborhood Rentals; Small Scale Retail/Commercial

Maximum Density, Units/Acre: 6 to 12; up to 30 dwelling units per acre w/ density bonuses

Permitted Districts: MU1-3, C1, C2, RSM, R100-85, R75-60, MR1-2, HR-1-2-3

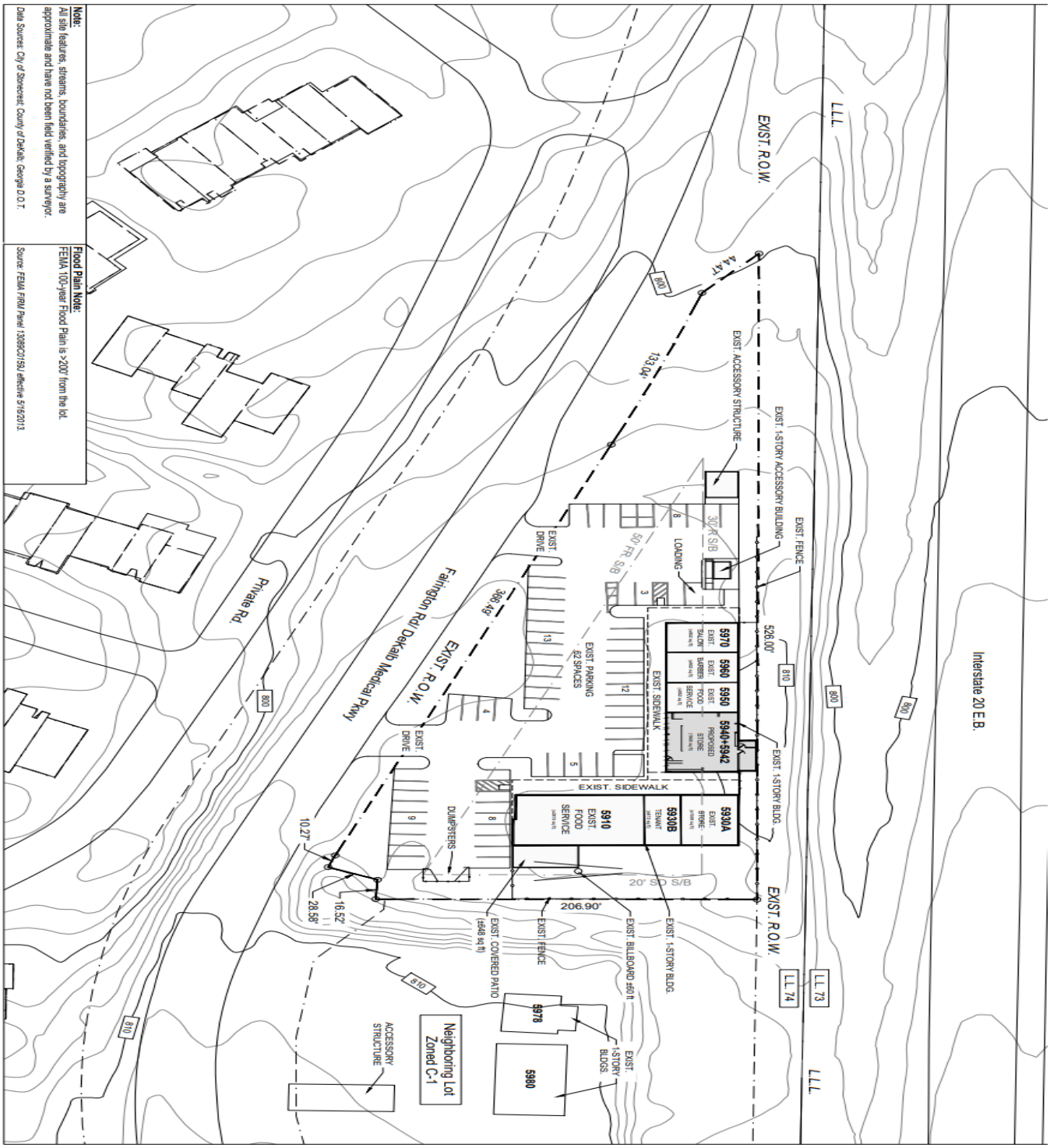
Zoning Classifications Legend

C-1: Local Commercial
C-2 General Commercial
HR-1: High-density Residential 1
HR-1: High-density Residential 2
HR-1: High-density Residential 3
M: Light Industrial
M-2 Heavy Industrial
MR-1: Medium-density Residential 1
MR-2: Medium-density Residential 2
MU-1: Mixed-use Low Density
MU-2: Mixed-use Low-Medium Density
MU-3: Mixed-use Medium Density
MU-4: Mixed-use High Density
MU-5: Mixed-use Very High Density
NS: Neighborhood Shopping
OD: Office-distribution
OI: Office-Institutional
OIT: Office-Institutional Transitional
R-60: Residential Medium Lot-60
R-75: Residential Medium Lot-85
R-85: Residential Medium Lot-85
R-100: Residential Medium Lot-100
RE: Residential Estate
RLG: Residential Large Lot
RNC: Residential Neighborhood Conservation
RSM: Small Lot Residential Mix

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed special land use permit in October. The Community Planning Information Meeting (CPIM) was held on November 13, 2025, at 6:00 pm at city hall. There were eight (8) residents in attendance that spoke at the meeting. Their concerns included: neighborhood character, safety, parking, and the property being used as a commercial use.

Site Plan


Note:
All site features, streams, boundaries, and topography are approximate and have not been field verified by a surveyor.
Data Sources: City of Stonecrest; County of DeKalb; Georgia D.O.T.
Flood Plain Note:
FEMA 100-year Flood Plain is >200' from the lot.
Source: FEMA FIRM Panel 13089C0159J effective 5/16/2013.
EXIST. R.O.W.
L.L.L.
Interstate 20 E.B.
Fairington Rd/ DeKalb Medical Pkwy
Private Rd.
EXIST. ACCESSORY STRUCTURE
EXIST. 1-STORY ACCESSORY BUILDING
EXIST. FENCE
LOADING
EXIST. DRIVE
EXIST. PARKING 62 SPACES
EXIST. SIDEWALK
5970
5960
5950
5940+5942
5930A
5930B
5910
EXIST. FOOD SERVICE
EXIST. 1-STORY BLDG.
DUMPSTERS
20' SD S/B
206.90'
EXIST. COVERED PATIO (±648 sq ft)
EXIST. BILLBOARD ±60 ft
EXIST. 1-STORY BLDG.
5978
5980
EXIST. 1-STORY BLDGS.
ACCESSORY STRUCTURE
Neighboring Lot Zoned C-1
LL 73
LL 74
133.04'
526.00'
10.27'
28.58'
16.52'

Aerial Map

SLUP 25-006

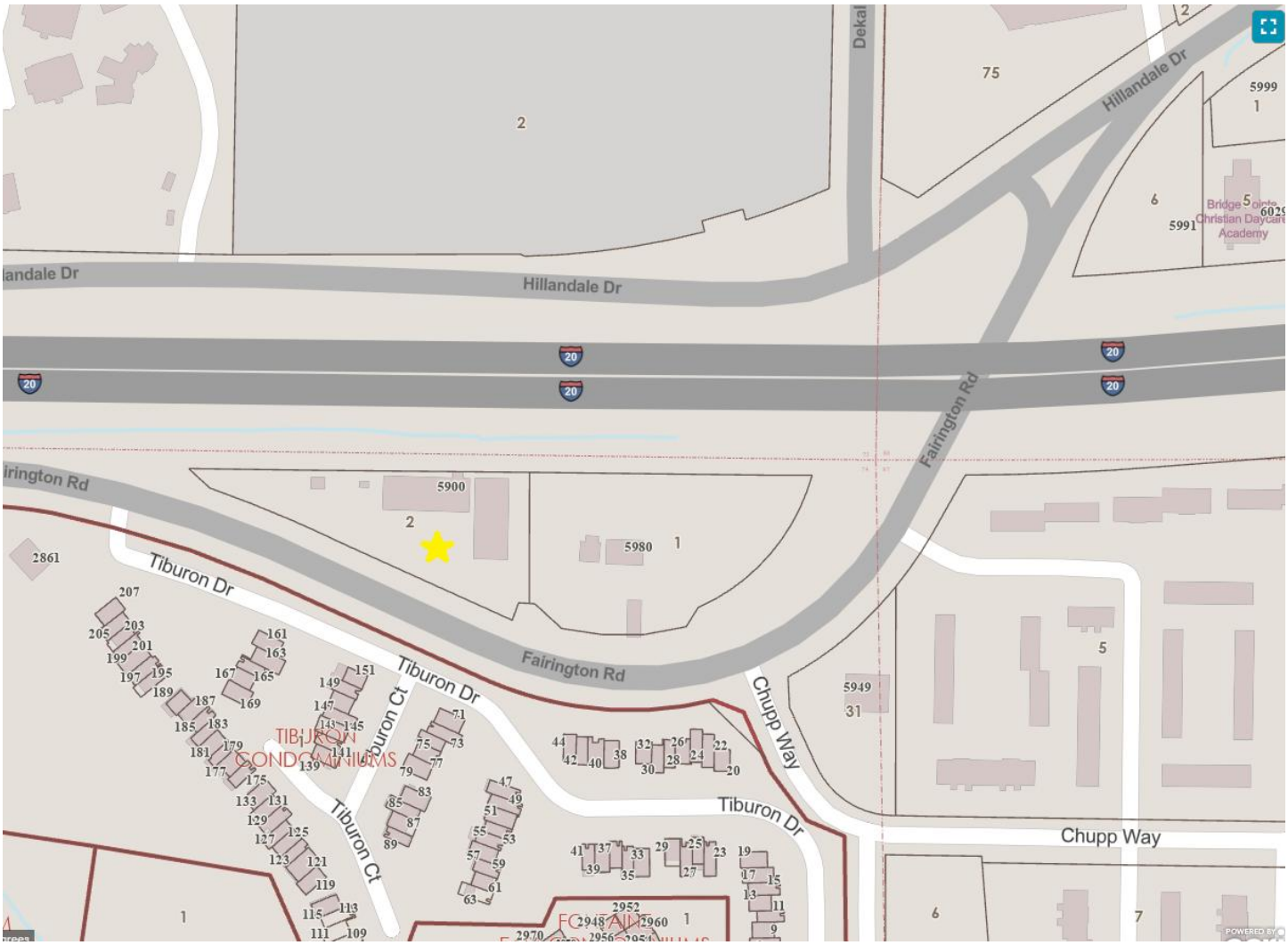
ADDRESS: **5940 Fairington Road**

CURRENT ZONING: **C-1 (Local Commercial) District**

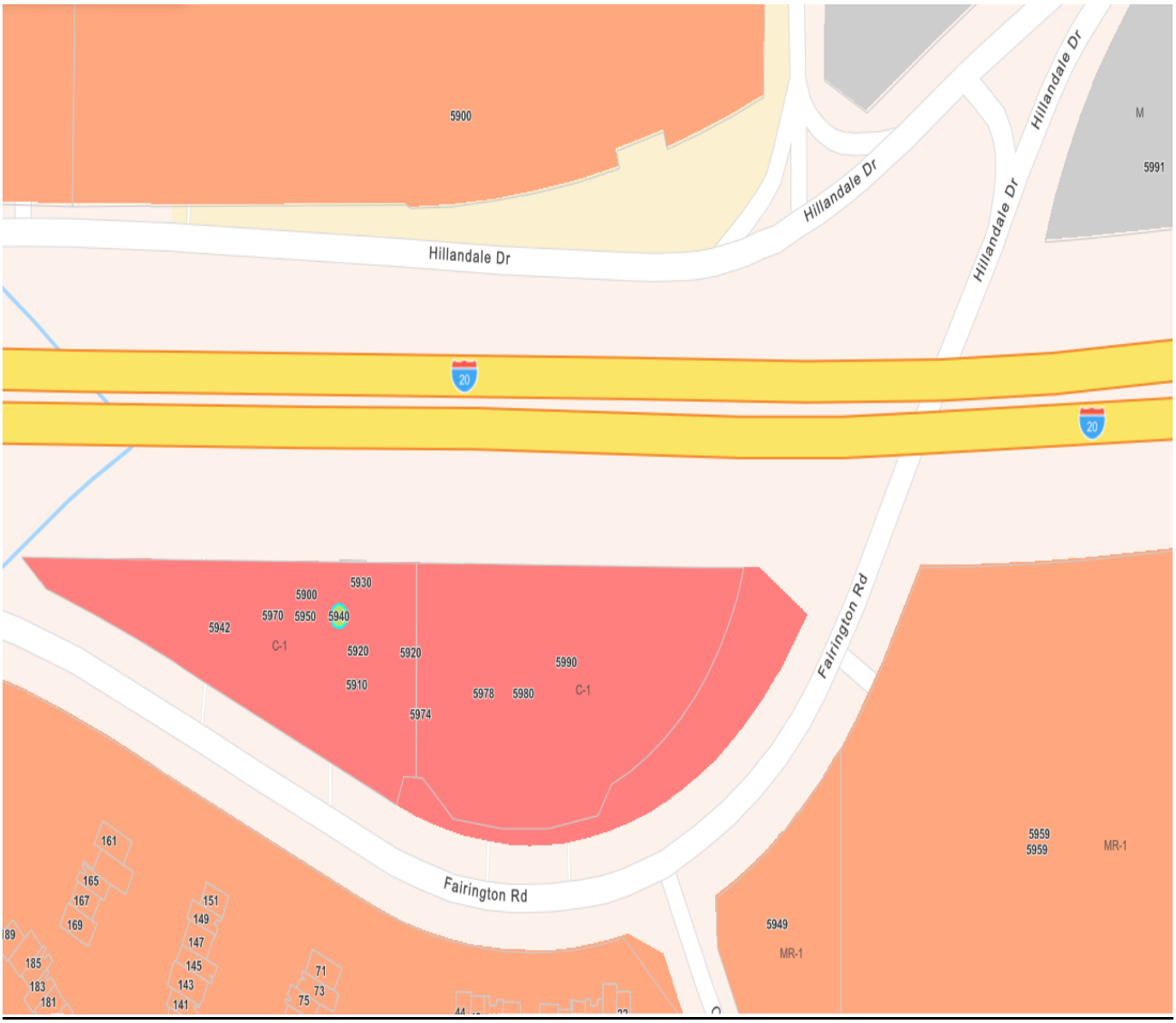
OVERLAY: **None**

FUTURE LAND USE: **Urban Neighborhood (UN)**

Subject Property



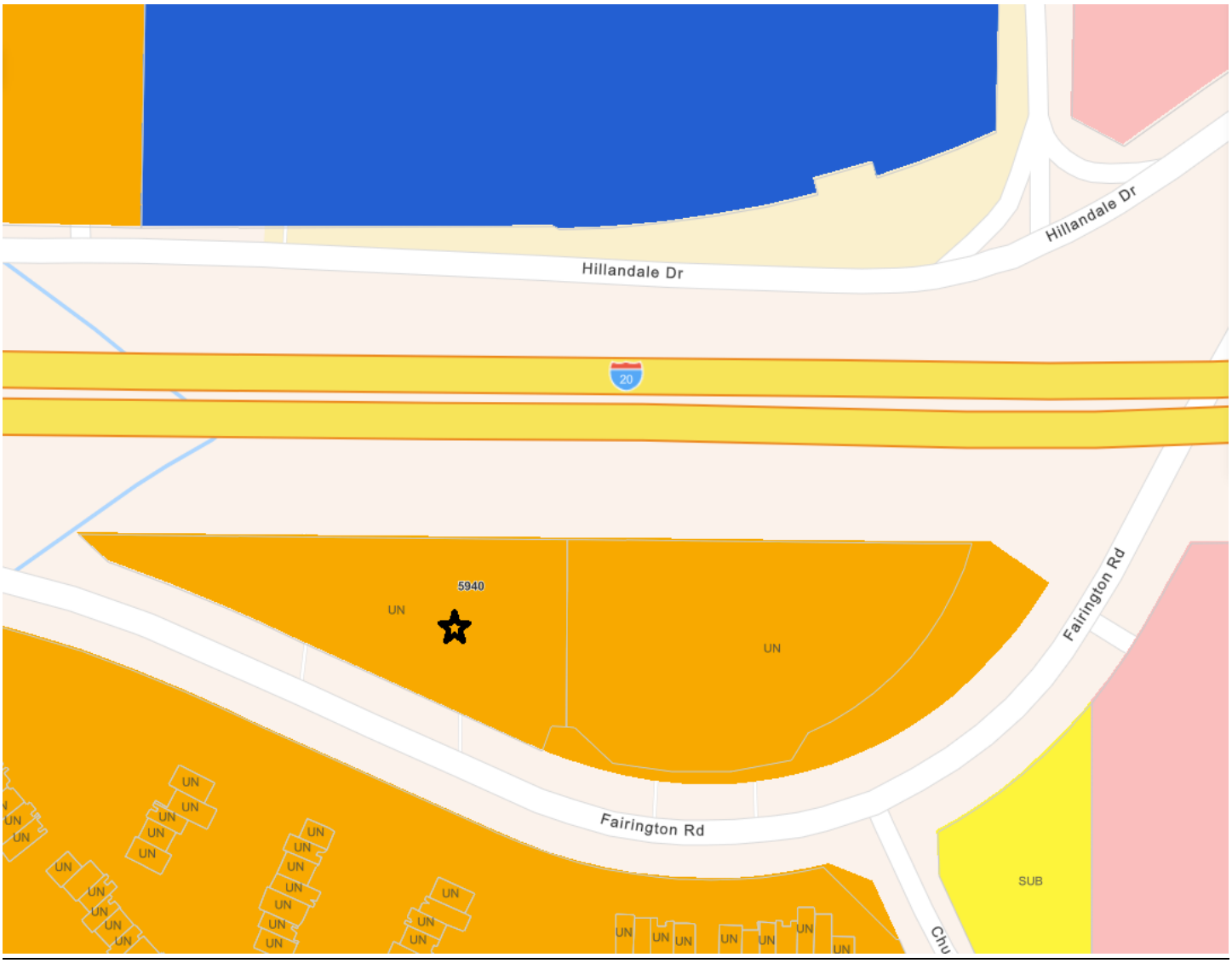
Zoning Map



Legend

- C-1 - Local Commercial
- MR-1 - Med Density Residential

Future Land Use Map



Legend

Urban Neighborhood

STANDARDS OF REZONING REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance list nineteen factors to be evaluated in consideration of granting a special land use permit. No application for a special land use permit shall be granted unless satisfactory provisions and arrangements have been made concerning each factor by the Community Development Department, Planning Commission and City Council. Each factor is listed with staff analysis.

A. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

The property was developed in 1971and consists of approximately +/- 1.47 acres of land. The building consists of approximately 9,152 square feet. The structure meets the front yard setback and the left side setback; however it does not meet the rear setback or the right side fully in accordance to Section 2.24.1 – Dimensional Requirements. The lot has adequate parking spaces for the existing and proposed uses. There is a total of 62 parking spaces. The site plan indicates that there are seven tenant spaces, three of which are vacant.

B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

The proposed use is a liquor store within an existing plaza, and the plaza was built in 1971. The adjacent property is commercial and has a land use designation of UN – Urban Neighborhood just as most of the properties in the surrounding area. The surrounding uses are mostly multifamily residential. The proposed use was a liquor store previous and this request is to re-establish the use. According to the City of Stonecrest Zoning Ordinance, Section 4.2.8 Alcohol outlets, retail, package liquor stores a Permitted and Special Land Uses,

C. Adequacy of public services, public facilities, and utilities to serve the proposed use.

The property is located off Fairington Road, which is a collector street. There is adequate access to existing developed public facilities, utilities and transit.

D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

Fairington Road is an existing collector road with varying GDOT right-of-way width. There is adequate traffic-carrying capacity along the roadway as the road currently services multiple townhome communities and multiple apartment communities.

E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

The property is located along a State DOT route and is classified as a collector street. The amount of traffic and the type of vehicles should not adversely affect the character of the surrounding community. The access route to the subject property currently carries a medium-to-high volume of traffic and the proposed use should not affect the type of traffic in the area.

F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.

Adequate ingress and egress currently exist in the property and buildings. There are no sidewalks along this section of Fairington Road, however the right-of-way has enough width to accommodate pedestrian mobility in a safe matter. There is also a transit bus stop in front of the property. The property has two access points along Fairington Road and should not be a concern from fire safety vehicles or other emergency vehicles accessing the property. There should not be an issue between pedestrian and automotive safety given the size of the property and number of access points.

Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed use should not adversely impact adjoining land uses by reason of noise, smoke, odor, dust, or vibration. The proposed use is retail in nature and all activities are conducted inside the building.

G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

The proposed use hours of operation should not create adverse impacts upon any adjoining land use. The adjacent use is also retail and will likely have similar hours.

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The proposed use should not adversely impact any adjoining land use by reason of manner of operation. The proposed land use is commercial, and the adjoining land use is commercial. Both land uses will operate similarly and should prevent any adverse impact.

I. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The proposed use is mostly consistent with the requirements of the zoning district excluding rear and side setbacks. A Special Land Use Permit approval is required by the zoning ordinance for this use.

J. Whether the proposed use is consistent with the policies of the comprehensive plan.

The use is consistent with the policies of the comprehensive plan and is permitted by the zoning ordinance as a special land use permit. The comprehensive plan states in the Use Description section *"Townhomes, Multi-Family, Neighborhood Rentals, and Small-Scale Retail/Commercial."* The existing structure was developed as a commercial retail center and has always been used as such.

K. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The proposed use would be in a commercial center and would not require any additional buffers because the adjoining use is also commercial. The residential properties across Fairington Road is screened with a landscape buffer and face an internal driveway.

L. Whether there is adequate provision of refuse and service areas.

There are currently refuse and services provided for the property. The use would not change any of the current services.

M. Whether the length of time for which the special land use permit is granted should be limited in duration.

The Special Land Use Permit will be granted to the applicant for the requested use and is not transferable. If the use is discontinued, the permit will expire.

N. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The size, scale and mass of the proposed development are appropriate in relation to the size of the subject property and in relation to the size and scale of the adjacent and nearby property.

O. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no historical buildings or archeological resources that staff are aware of in the area.

P. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The proposed use does or can meet the requirements of the supplemental regulations.

Q. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of building height. The proposed use will be located in an existing building, and the height is not proposed to change with this request.

R. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would not be a conflict with the community as a whole and would likely serve the surrounding neighborhood. There are other package stores more than a mile away in a higher traffic area that would be more difficult to navigate in and out of. The proposed use would be a lot easier for vehicular movement and is not in conflict with the overall objective of the comprehensive plan in that it is a small commercial retailer.

STAFF RECOMMENDATION

Staff feel that this location was a liquor store in the past and the proposed use still meets all of the requirements other than setbacks. This is likely due to the age of the building which was built in 1971. Given the findings above, Staff finds no evidence that would prevent the proposed use from being approve and therefore recommends approval of the Special Land Use Permit with conditions.

Staff recommend **APPROVAL** of the special land use permit with the following conditions:

1. The fencing and dumpster area shall be painted a consistent color with the building.
2. Landscaping shall be installed to beautify the property and screen the parking areas.
3. The monument sign near the western boundary of the property shall be removed.
4. The property owner shall install and maintain high-resolution exterior security cameras covering all entrances, parking areas, and loading zones. Footage must be stored for a minimum of 30 days and made accessible to law enforcement upon request.
5. No consumption of alcohol shall be permitted on the premises, and clear signage shall be posted to that effect.

PLANNING COMMISSION RECOMMENDATION – December 2, 2025

The Planning Commission Recommended APPROVAL of the special land use permit with the following conditions:

1. The fencing and dumpster area shall be painted a consistent color with the building.
2. Landscaping shall be installed to beautify the property and screen the parking areas.
3. The monument sign near the western boundary of the property shall be removed.
4. The property owner shall install and maintain high-resolution exterior security cameras covering all entrances, parking areas, and loading zones. Footage must be stored for a minimum of 30 days and made accessible to law enforcement upon request.
5. No consumption of alcohol shall be permitted on the premises, and clear signage shall be posted to that effect.

Attachment(s): SLUP 24-006 Application Materials

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Amendment Application

PROPERTY

Site Address(es):	Parcel #:	Zip:
5940 Fairington road Stonecrest, GA	16 074 01 002	30038

Project Name (If applicable):

Current Zoning	C-1	Proposed Zoning	
Current Use		Proposed Use	

OWNER INFORMATION

Name:	Akporokah Julius		
Address:	5970-B Fairington Rd. Stonecrest GA 30038		
Email:		Phone:	

APPLICANT

Name:	Abdullahi Abdi		
Address:	5940 Fairington Rd Stonecrest GA 30038		
Email:	fairingtonliquor@gmail.com	Phone:	678 790 9394

AFFIDAVIT

To the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Stonecrest Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.

Applicant's Name:	Abdullahi Abdi		
Applicant's Signature:	[signature]	Date:	9/29/25

NOTARY

Sworn to and subscribed before me this 29th Day of SEPT 2025			
Notary Public:	OMISHOLA ADEYEMO		
Signature:	S Adeyemo	Date:	09/29/2025

OMISHOLA ADEYEMO
Notary Public, Georgia
Dekalb County
My Commission Expires
09/14/2027

3120 STONECREST BLVD. • STONECREST, GEORGIA 30038 • (770) 224-0200 • WWW.STONECRESTGA.GOV UPDATED ON 12/15/2023

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Applicant(s) Notarized Certification

The petitioner acknowledged that this amendment application form is correct and complete. By completing this form, all applicant of the subject property certifies authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Applicant

Name:	Abdullahi Abdi				
Address:	5940 Fairington Rd	City, State:	Stonecrest GA	Zip:	30038
Signature:				Date:	9/29/25

Sworn to and subscribed before me this 29th day of SEPT 2025

Notary Public: OMISHOLA ADEYEMO Notary Public, Georgia Dekalb County My Commission Expires 03/14/2027 S Adeyemo

Applicant (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:				Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Applicant (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:				Date:	

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this amendment application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner

Name:	Alperokah Julius		
Address:	5970-B Fairington Rd	City, State: Stonecrest	Zip: 30038
Signature:	[signature]	Date:	9/29/25

Sworn to and subscribed before me this 29th day of SEPT, 2025

Notary Public: OMISHOLA ADEYEMO Notary Public, Georgia Dekalb County My Commission Expires 03/14/2027 [signature]

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	Abdullahi Abdi		
Address:	5940 Fairington Rd	City, State: Stonecrest, GA	Zip: 30038
Signature:	Aabdi	Date:	

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

CG
Chilivis Grubman

1834 Independence Square
Atlanta, Georgia 30338
T 404-233-4171 F 404-261-2842

Direct dial 404-262-6507
hhilliard@cglawfirm.com

September 22, 2025

VIA ELECTRONIC MAIL

City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

RE: Letter of Intent
Application for Alcohol Beverage License
5940 Fairington Road, Stonecrest, Georgia 30038
Applicant: Abdullahi Abdi, Fairington Liquor, LLC

To Whom it May Concern:

On behalf of my client, Mr. Abdullahi Abdi, this letter is submitted to express intent to operate *Fairington Liquor*, a retail package store located at 5940 Fairington Road, Stonecrest, Georgia 30038. The business will be organized as Fairington Liquor, LLC and will engage in the retail sale of malt beverages, wine, and distilled spirits for off-premises consumption. The site has previously operated as a licensed package store and will continue in that capacity under a new lease. This continued use will ensure the property remains active and beneficial to the community without introducing incompatible uses.

Mr. Abdi is committed to full compliance with City of Stonecrest regulations, Dekalb County ordinances, and the laws of the State of Georgia. The business will operate under strict standards, including enforcement of age verification, adherence to operating hours, maintaining a safe and clean retail environment, and providing staff training on responsible alcohol sales. The proposed business is consistent with the property's historical use and will serve as a responsible, regulated asset to the Stonecrest community.

Respectfully submitted,
Hakim Hilliard
On behalf of Mr. Abdullahi Abdi
Fairington Liquor, LLC

2022147754 DEED BOOK 30597 Pg 501
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

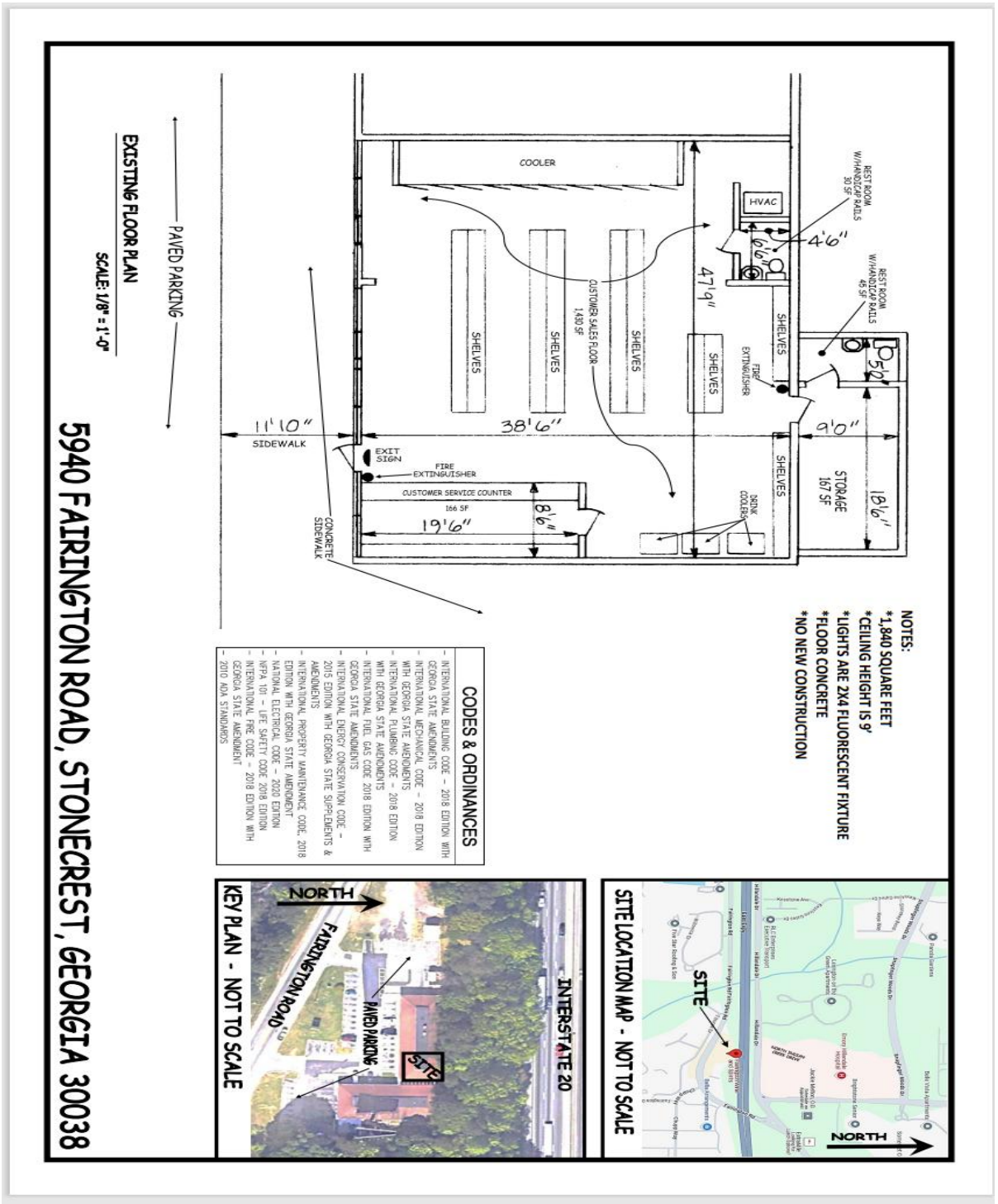
EXHIBIT "A"
LEGAL DESCRIPTION

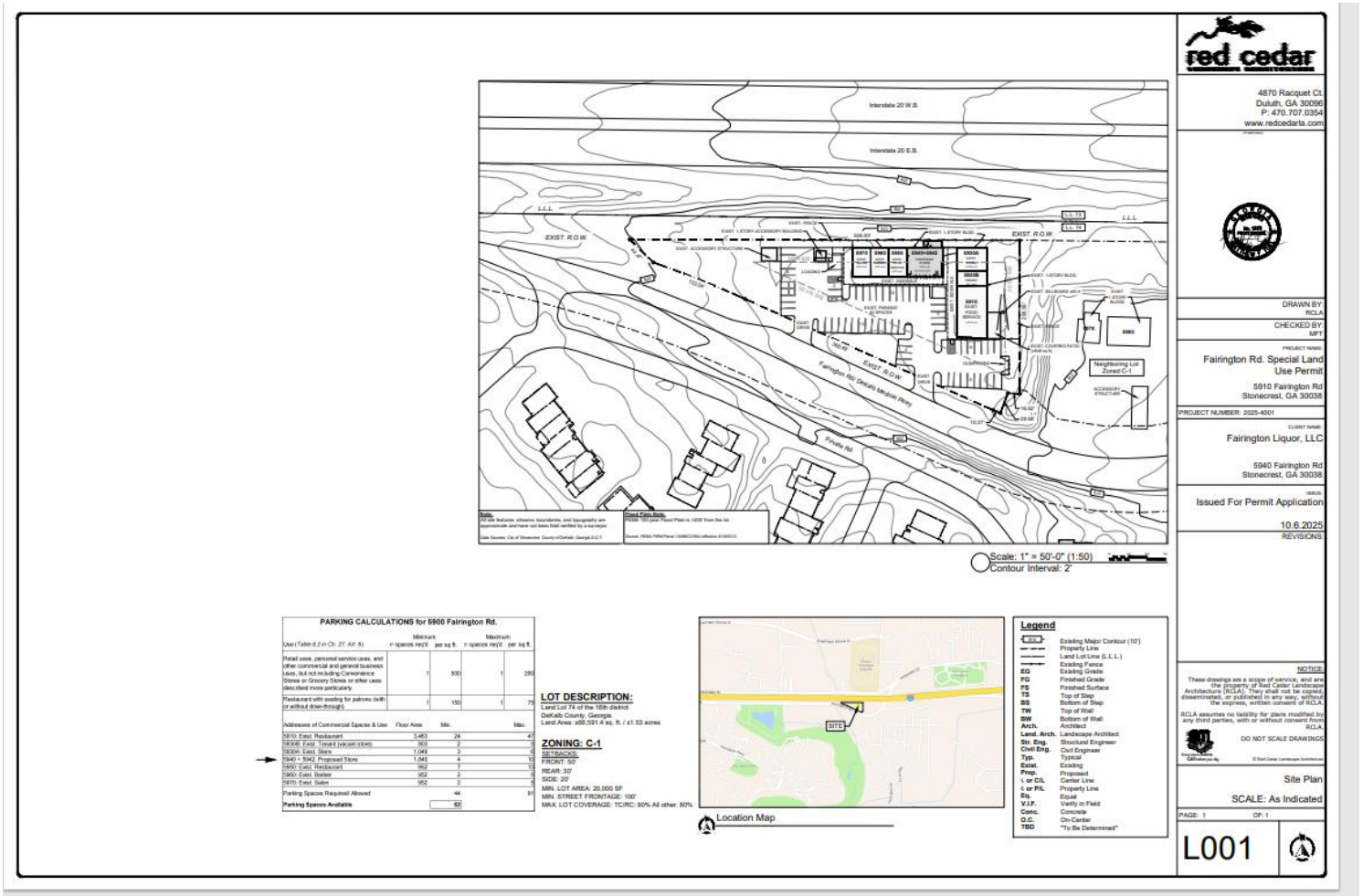
All that tract or parcel of land lying and being in Land Lot 74 of the 16th District of DeKalb County, Georgia, being more particularly described as follows:

Beginning at a point on the South line of the Right-of-Way of interstate Highway No. 20 (the distance from said south line to the centerline thereof being 150.0 feet) 548.50 feet as measured South 89 degrees 24 minutes 15 seconds West along the South line of said Right-of-Way of interstate Highway No. 20 from the point formed by the intersection of the South line of said Right-of-Way of Interstate Highway No. 20 with the East line of said Land Lot 74 (being the West line of Land Lot 87 of said 16th District) and running thence South 00 degrees 35 minutes 45 seconds East a distance of 243.23 feet to a point on the North line of the Right-of-Way of Fairington Road (a 100-foot Right-of-Way; running thence in a Northwesterly direction along the North line of said Right-of-Way of Fairington Road and along the arc of a curve having a chord bearing North 68 degrees 39 minutes 02 seconds West for 38.29 feet, a distance of 38.31 feet to a point; running thence North 66 degrees 35 minutes 05 seconds West along the North line of said Right-of-Way of Fairington Road a distance of 366.49 feet to a point; running thence in a Northwesterly direction along the North line of said Right-of-Way of said Fairington Road along the arc of a curve having a chord bearing North 68 degrees 59 minutes 45 seconds West for 133.00 feet, a distance of 133.04 feet to a point; running thence North 46 degrees 42 minutes 25 seconds West a distance of 44.47 feet to a point on the South line of said Right-of-Way of said Interstate Highway No. 20; running thence North 89 degrees 24 minutes 15 seconds East along the South line of said Right-of-Way of said Interstate Highway No. 20 a distance of 526.00 feet to the POINT OF BEGINNING.

BEING property shown as containing 1.55 acres on that certain plat of survey to which reference is made for all purposes, prepared by Planners & Engineers Collaborative, bearing the certification of Joseph Vance Evans, Georgia Registered Land Surveyor No. 1105, dated February 18, 1976.

Exhibit "A" Page 1 of 1


5940 FAIRINGTON ROAD, STONECREST, GEORGIA 30038
EXISTING FLOOR PLAN
SCALE: 1/8" = 1'-0"
PAVED PARKING
11'10"
SIDEWALK
EXIT SIGN
FIRE EXTINGUISHER
CUSTOMER SERVICE COUNTER
166 SF
19'6"
8'6"
CONCRETE SIDEWALK
COOLER
HVAC
REST ROOM W/HANDICAP RAILS 30 SF
REST ROOM W/HANDICAP RAILS 45 SF
6'6"
4'6"
47'9"
SHELVES
CUSTOMER SALES FLOOR 1,430 SF
FIRE EXTINGUISHER
38'6"
9'0"
5'2"
STORAGE 167 SF
18'6"
SOUK COOLER
NOTES:
*1,840 SQUARE FEET
*CEILING HEIGHT IS 9'
*LIGHTS ARE 2X4 FLUORESCENT FIXTURE
*FLOOR CONCRETE
*NO NEW CONSTRUCTION
CODES & ORDINANCES
- INTERNATIONAL BUILDING CODE – 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL MECHANICAL CODE – 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL PLUMBING CODE – 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL FUEL GAS CODE 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL ENERGY CONSERVATION CODE – 2015 EDITION WITH GEORGIA STATE SUPPLEMENTS & AMENDMENTS
- INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION WITH GEORGIA STATE AMENDMENT
- NATIONAL ELECTRICAL CODE – 2020 EDITION
- NFPA 101 – LIFE SAFETY CODE 2018 EDITION
- INTERNATIONAL FIRE CODE – 2018 EDITION WITH GEORGIA STATE AMENDMENT
- 2010 ADA STANDARDS
KEY PLAN - NOT TO SCALE
NORTH
FAIRINGTON ROAD
PAVED PARKING
SITE
INTERSTATE 20
SITE LOCATION MAP - NOT TO SCALE
SITE
NORTH


red cedar
4870 Racquet Ct.
Duluth, GA 30096
P: 470.707.0354
www.redcedarla.com
DRAWN BY: RCLA
CHECKED BY: MFT
PROJECT NAME:
Fairington Rd. Special Land Use Permit
5910 Fairington Rd
Stonecrest, GA 30038
PROJECT NUMBER: 2025-4001
CLIENT NAME:
Fairington Liquor, LLC
5940 Fairington Rd
Stonecrest, GA 30038
ISSUE:
Issued For Permit Application
10.6.2025
REVISIONS:
Interstate 20 W.B.
Interstate 20 E.B.
EXIST. R.O.W.
Fairington Rd/ DeKalb Medical Pkwy
Private Rd.
Neighboring Lot Zoned C-1
Scale: 1" = 50'-0" (1:50)
Contour Interval: 2'
PARKING CALCULATIONS for 5900 Fairington Rd.
Use (Table 6.2 in Ch. 27, Art. 6)
Minimum n spaces req'd per sq ft.
Maximum n spaces req'd per sq ft.
Retail uses, personal service uses, and other commercial and general business uses, but not including Convenience Stores or Grocery Stores or other uses described more particularly
Restaurant with seating for patrons (with or without drive-through)
Addresses of Commercial Spaces & Use
Floor Area
Min.
Max.
5910: Exist. Restaurant 3,463 24 47
5930A: Exist. Tenant (vacant store) 863 2 5
5930A: Exist. Store 1,049 3 6
5940 + 5942: Proposed Store 1,548 4 10
5950: Exist. Restaurant 982 7 13
5960: Exist. Barber 952 2 5
5970: Exist. Salon 952 2 5
Parking Spaces Required/ Allowed 44 91
Parking Spaces Available 62
LOT DESCRIPTION:
Land Lot 74 of the 16th district
DeKalb County, Georgia
Land Area: ±66,591.4 sq. ft. / ±1.53 acres
ZONING: C-1
SETBACKS:
FRONT: 50'
REAR: 30'
SIDE: 20'
MIN. LOT AREA: 20,000 SF
MIN. STREET FRONTAGE: 100'
MAX. LOT COVERAGE: TC/RC: 90% All other: 80%
SITE
Location Map
Legend
Existing Major Contour (10')
Property Line
Land Lot Line (L.L.L.)
Existing Fence
EG Existing Grade
FG Finished Grade
FS Finished Surface
TS Top of Step
BS Bottom of Step
TW Top of Wall
BW Bottom of Wall
Arch. Architect
Land. Arch. Landscape Architect
Str. Eng. Structural Engineer
Civil Eng. Civil Engineer
Typ. Typical
Exist. Existing
Prop. Proposed
℄ or C/L Center Line
℄ or P/L Property Line
Eq. Equal
V.I.F. Verify in Field
Conc. Concrete
O.C. On-Center
TBD "To Be Determined"
NOTICE
These drawings are a scope of service, and are the property of Red Cedar Landscape Architecture (RCLA). They shall not be copied, disseminated, or published in any way, without the express, written consent of RCLA.
RCLA assumes no liability for plans modified by any third parties, with or without consent from RCLA.
DO NOT SCALE DRAWINGS
Site Plan
SCALE: As Indicated
PAGE: 1
OF: 1
L001

Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

November 13, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

Stonecrest's YouTube Broadcast Link

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request, including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

I. CALL TO ORDER AND INTRODUCTIONS: Planning and Zoning Staff – Ramona Eversley

II. REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT– Ramona Eversley

III. Item(s) of Discussion:

PETITION:	**RZ25-004**
PETITIONER:	David M. Miles Construction, Inc.
LOCATION:	2374 Cove Lake Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development.

Michele Battle of Battle Law P.C. came up to speak. She stated that in 2007, the property was zoned to RM-100 under DeKalb County, which is known as MR-1 under Stonecrest jurisdiction. The MR-1 zoning district minimum allowed width is 5 feet less than what was permitted under RM-100, which impacts their proposed density. They have met with the Cove Lake community as well as the DeKalb County Fire Marshal's office to adjust their plans. They are proposing to develop 63 units.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to ask if the units would be on individual water meters.

Michele Battle answered that the units will be on individual meters.

PETITION:	**SDP24-004**
PETITIONER:	Breogan Fondevila of VHB
LOCATION:	6750 Stonecrest Industrial Way
PETITIONER'S REQUEST:	The petitioner is seeking approval for a preliminary plat for a proposed Logistics Center.

Nick Favor with VHB came up to speak. He stated that the request is to divide the parcel into three separate parcels.

Citizens were given the chance to comment.

***Kim James*, a resident of unincorporated DeKalb County,** questioned how far the development is from her home. She stated her concerns for children in the area.

Nick Favor with VHB stated that the parcel was rezoned two years ago for the logistics center.

Ellis Woodhall, a resident of unincorporated DeKalb County, stated his curiosity about the project.

Faye Cofield, a resident, stated her concerns for the residents who live in the area.

Renee Kale, a resident, asked about the number of diesel trucks that will service the facility and the types of items that will be housed.

CITY OF STONECREST, GEORGIA

Nick Favor with VHB stated that the use is unique to the users who are there.

He also stated that the property is bordered by creeks, power lines, railroads, and two industrial buildings.

Montoya Turner, a resident, stated that this was his first time hearing about the project. He wanted to know more about the use, the number of trucks that will be on the property, etc.

Nia Harper, a resident, stated her concern about not knowing the specific businesses that will be operating in the facility and wanted to know if another environmental impact study, as well as additional studies, could be conducted.

Nick Favor with VHB stated that the studies required have been conducted. The City of Buford was used as an example of how their proposed project can be integrated into a current setting.

Kathy Randy, a resident, asked about the buffer and how the project will affect her property values.

Nick Favor stated that their project exceeds the buffer requirements.

Fellisha Blair, Stonecrest Planner, read the buffer requirements established by the conditions placed by DeKalb County.

PETITION:	**SLUP25-006**
PETITIONER:	Maiysha Rashad
LOCATION:	5940 Fairington Road
PETITIONER'S REQUEST:	The request is for a Special Land Use Permit (SLUP) to operate their (alcohol) package store.

Hakim Hilliard, representative of the applicant, came up to speak. He stated that there are other commercial businesses in the plaza, and that it was a previous package store. The owners will not have devices that may encourage loitering, will have security measures in place, and will have strict operating standards. He also stated that the interior layout will differ from the previously operated business.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to speak. She stated that she is very familiar with the location and the previous owner through her security company. She mentioned how strict the previous owner was about loitering and asked if they would be the same. She also asked about the nearby restaurant.

Hakim Hillard stated that the proposed owner will also be strict about loitering and that the nearby restaurant is under a different tenant.

Glinda Jordan, a resident, stated her disapproval of the opening of another package store in the city.

Hakim Hillard stated his understanding of their concerns and that there was a previous package store in that location.

Faye Cofield, a resident, asked if the applicant had other businesses in the city.

Hakim Hillard stated that they do not.

PETITION:	**V25-014**
PETITIONER:	Joy Grier
LOCATION:	6900 Rockland Road
PETITIONER'S REQUEST:	The request is for a variance from *Sec. 5.4.7 - Walls, fences, and retaining walls* to install an eight-foot fence on the property.

Joy Grier, the applicant, came up to speak. She stated that there is an old county road in front of her property, which has led to a security issue due to many people traveling along it. There has also been an incident where a car drove into the ditch in front of her property. She currently has a four-foot fence.

Citizens were given the chance to comment.

Glinda Jordan, a resident, asked about the acreage of the parcel and if there were any neighbors nearby.

Joy Grier, the applicant, responded that the property is six acres, which created a distance from other surrounding parcels.

CITY OF STONECREST, GEORGIA

PETITION:	**V25-015**
PETITIONER:	The City of Stonecrest
LOCATION:	5106 Klondike Road
PETITIONER'S REQUEST:	The request is for a stream buffer variance for the Everett Park Kayak Launch project.

Ali Ifikhar with CERM came up to speak. He stated that the purpose is to provide recreational access to the South River by constructing a Kayak launch and adequate parking space. Field investigations, such as a wetland delineation, a field survey, and geotechnical exploration, have been conducted for the request to encroach into the 75-foot buffer.

No comments were given by the citizens.

PETITION:	**RZ25-006**
PETITIONER:	Ramata Sissoko Cisse
LOCATION:	7511 Covington Highway
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION:	**RZ25-007**
PETITIONER:	Ramata Sissoko Cisse
LOCATION:	6760 Chupp Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Cases RZ25-006 and RZ25-007 have been deferred to the next scheduled CPIM. She was given a chance to briefly speak on her petition.

Ramata Sissoko Cisse stated that she opened the first African Hair Braiding salon in DeKalb County. Many of her customers are interested in the African culture, which inspired her to open an African Center on the property if approved.

IV. ADJOURNMENT

The meeting adjourned at 7:27 pm.

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.

APPROVED: Ellis Still — 11/24/2025
DIRECTOR, PLANNING & ZONING — DATE

ATTEST: Cobi Brown — 11/24/2025
SECRETARY — DATE

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for the Request to Accept FY25 CDBG Grant for Salem Road Sidewalks Installation

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☒ **OLD BUSINESS**
☐ **NEW BUSINESS** ☒ **OTHER, PLEASE STATE: Grant award acceptance approval**

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **OTHER, PLEASE STATE: Grant Award**

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Keira Drane, Grants Administrator

PRESENTER: Keira Drane, Grants Administrator

PURPOSE: Seeking Council approval to accept the grant award

FACTS: This is a county administered reimbursable grant with no match requirements. This grant will be used to provide funding for installing sidewalks along Salem Rd.

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

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

ATTACHMENTS:

(1) Attachment 1 - FY25 CDBG Notice of Award
(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.

CITY COUNCIL AGENDA ITEM

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

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF STONECREST, GEORGIA TO ACCEPT THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING ADMINISTERED BY DEKALB COUNTY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS ($340,000.00) FOR THE SALEM ROAD SIDEWALK PROJECT; TO EXECUTE ANY NECESSARY GRANT AGREEMENTS OR SUPPORTING DOCUMENTATION FOR ACCEPTANCE OF THE CDBG FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing body of the City of Stonecrest, Georgia (the "City") is the Mayor and Stonecrest City Council ("City Council"); and

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; and

WHEREAS, DeKalb County (the "County") administers the Community Development Block Grant ("CDBG") funding to develop "viable urban communities" principally benefiting low-to-moderate income individuals and neighborhoods; and

WHEREAS, the City desires to develop a walkable community and provide pedestrian access to the public throughout the City; and

WHEREAS, the City has identified sidewalks and trails that are viable in providing alternate travel and access to critical public transport that are missing sidewalk sections; and

WHEREAS, the sidewalk along Salem Road is one of the priority projects for the City ("Salem Road Sidewalk Project"); and

WHEREAS, the County submitted its 2024-2028 Consolidated Plan to include the 2025 Annual Action Plan which has $340,000.00 set aside for the Salem Road Sidewalk Project; and

WHEREAS, staff applied for CDBG funding and proposes that the City accept grant funding for the Salem Road Sidewalk Project; and

WHEREAS, the City seeks approval from the City Council to accept the CDBG funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, that the mayor, city manager or designee is hereby authorized to execute any necessary grant agreement or supporting documentation with DeKalb County for acceptance of the Community Development Block Grant Funds for the Salem Road Sidewalk Project in an amount not to exceed THREE HUNDRED FORTY THOUSAND Dollars and zero cents ($340,000.00)**.**

BE IT FURTHER RESOLVED: All resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

BE IT FINALLY RESOLVED: The City Manager or her designee, in consultation with the City Attorney, is directed to prepare all appropriate documents.

SO RESOLVED, this _____ day of _____, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

DeKalb County
GEORGIA

404.371.2727 (o)
DeKalbCountyGa.gov

Community Development
178 Sams Street, Suite A-3500
Decatur, GA 30030

Chief Executive Officer
Lorraine Cochran-Johnson

Board of Commissioners

District 1
Robert Patrick

District 2
Michelle Long Spears

District 3
Nicole Massiah

District 4
Steve Bradshaw

District 5
Mereda Davis Johnson

District 6
Edward "Ted" Terry

District 7
LaDena Bolton

September 18, 2025

Mayor Jazzmin Cobble
City of Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, GA 30038

SUBJECT: Community Development Block Grant (CDBG) Funding – FY 2025

Dear Mayor Cobble,

We are pleased to inform you that DeKalb County Board of Commissioners approved the updated Consolidated Plan including the 2025 Annual Action Plan, which has $340,000 set aside for your agency for the construction of the City of Stonecrest Salem Road Sidewalk project. These funds are earmarked for the services that the City of Stonecrest will provide for a one-year contract period.

The final amount of the award will be based upon the County receiving funds from HUD and the successful negotiation and execution of a contract between DeKalb County and your agency. A Community Development staff liaison will contact you once we receive funding from HUD to begin the contract process.

The County applauds your agency for the work that you do and for your participation in addressing the needs of the community. We look forward to your participation in the CDBG program. If we can be of further assistance, please contact Darryl Blackwell, Senior Planner, 404-337-5367.

Sincerely,

Allen Mitchell

Allen Mitchell, Director

ASM:bhc:db

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for the Request to Accept FY2025 Health & Wellness Grant

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☒ **OLD BUSINESS**
☐ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE: Grant award acceptance approval**

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**
☒ **OTHER, PLEASE STATE: Grant Aaward**

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Keira Drane, Grants Administrator

PRESENTER: Keira Drane, Grants Administrator

PURPOSE: Seeking Council approval to accept the grant award

FACTS: This is a state (administered by Georgia Municipal Association "GMA") lump sum grant with no match requirements. This grant will be used to provide funding for the City of Stonecrest's Wellness Center and associated activities.

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

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

ATTACHMENTS:

(1) Attachment 1 - FY25 GMA Health &Wellness Notice of Award
(2) Attachment 2 - Click or tap here to enter text.
(3) Attachment 3 - Click or tap here to enter text.
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF STONECREST, GEORGIA ACCEPTING THE 2025 HEALTH WELLNESS GRANT FROM THE GEORGIA MUNICIPAL ASSOCIATION'S EMPLOYEE BENEFITS SERVICES LIFE INSURANCE FUND IN THE AMOUNT OF FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($5,500.00); AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing body of the City of Stonecrest, Georgia (the "City") is the Mayor and Stonecrest City Council ("City Council"); and

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; and

WHEREAS, the Georgia Municipal Association's ("GMA") Employee Benefits Services Life Insurance Fund created a Health and Wellness Grant to support the City's commitment to facilitating positive change in the workplace by going the extra mile for employee wellness; and

WHEREAS, GMA is making FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($5,500.00) grant available to the City towards this effort; and

WHEREAS, GMA has paid to the City 50% of the awarded grant and will distribute the remainder in February or March 2026; and

WHEREAS, the City seeks approval to accept grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, The City Council of Stonecrest, Georgia shall accept the 2025 Health Wellness Grant from the Georgia Municipal Association's Employee Benefits Services Life Insurance Fund in the amount of FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($5,500.00).

BE IT FURTHER RESOLVED: GMA has remitted to the City 50% of the awarded grant and will distribute the remainder in February or March 2026.

BE IT FURTHER RESOLVED: All resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

BE IT FURTHER RESOLVED: The City Manager or her designee, in consultation with the City Attorney, is directed to prepare all appropriate documents.

SO RESOLVED, this _____ day of _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

EXECUTIVE STAFF

Larry H. Hanson
CEO and Executive Director

Randy Logan
Deputy Executive Director

September 29, 2025

Mayor Jazzmin Cobble
City of Stone Crest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

Dear Mayor Cobble:

Congratulations! We are delighted to inform you that your organization's application for the **2025 Health Wellness Grant** has been approved by the GMEBS Life & Health Insurance Fund in the amount of **$5500**. Enclosed is a payment for 50% of the awarded grant. The remaining amount will be distributed in February or March 2026 upon completion of the Mid-Year Wellness Report.

As a reminder, the Health Wellness Grant is intended to support your organization's commitment to facilitating positive change in its workplace culture by going the extra mile for employee wellness - and we are here to help at every step! As agreed in the grant application, your organization has designated Myrlene Thomas as the Health Wellness Champion, responsible for coordinating/overseeing the planning of targeted wellness activities in partnership with GMA. We have contacted this individual via email with an invitation to our Grant Training Workshop, the official introduction and kickoff for the grant year.

We look forward to working with your organization to provide impactful health wellness activities. Should you have any questions, please do not hesitate to contact Candace Amos, Senior Health & Financial Wellness Consultant, at (404) 416-3379 or wellness@gacities.com.

Sincerely,

Randy Logan

Randy Logan
Deputy Executive Director

RL:RL/kd
Enclosure

C: Ms. Gia Scruggs, gscruggs@stonecrestga.gov
Ms. Denise Joyce, Senior Director of Operations
Ms. Kiara Dyson, Senior Life & Health Services Manager

CITY COUNCIL AGENDA ITEM

SUBJECT: Approval for Scoreboard Replacement at Browns Mill Park & Southeast Athletic Fields

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: Cooperative Purchase: Request to Issue a Purchase Order**

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Manager/Official and Reginald Powell, Facilities Operations Manager

PRESENTER: Tanisha Boynton, Procurement Manager and Reginald Powell, Facilities Operations Manager

PURPOSE: Seeking approval to purchase new score boards for Browns Mill Community Center, Browns Mill Park and Southeast Athletics Complex from Daktronics, Inc. through Sourcewell Contract No. 030223 .

FACTS: City of Stonecrest sParks and Recreation Department is in need of new score boards at Browns Mill Community Center, Browns Mill Park and Southeast Athletic Complex. Through Cooperative Purchase, staff sought to obtain proposals under the Sourcewell Contract No. 030223, Scoreboards. Daktronics, Inc. provided a proposal to supply and install new scoreboards providing a cost-savings to the City. $16,621.00 is needed to replace the scoreboards at Browns Mill Community Center, $33,309.00 is needed to replace the scoreboards at Browns Mill Park, and $50,464.00 is needed to replace the scoreboards at Southeast Athletic Complex. In accordance with the proposals received for each location, the total cost to complete this project shall be $100,394.00. The Procurement Department and City Administration is requesting approval to issue a Purchase Order (PO) in the amount of

CITY COUNCIL AGENDA ITEM

$100,394.00. The Director of Finance and City Manager is seeking authorization to make payments from GL account number 300-6210-5412210, Browns Mill and GL account number 300-6210-541200, Southeast Park funds.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve Staff is seeking approval to new score boards at Browns Mill Community Center, Browns Mill Park and Southeast Athletic Complex from Daktronics, Inc. for a not-to-exceed amount of $100,394.00.

ATTACHMENTS:

(1) Attachment 1 - Daktronics, Inc. Proposals
(2) Attachment 2 - Sourcewell Contract No. 030223-DAK
(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.

DAKTRONICS ORDER AGREEMENT # 859840-2-0

City of Stonecrest
Reginald Powell
3120 Stonecrest Blvd
Stonecrest, GA USA 30038
Phone: (470)552-7275
Fax: (470)299-4214
Email: rpowell@stonecrestga.gov

24/Nov/2025
Valid for: 90 days
Terms: Net 30 days from shipment with Purchase Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: Browns Mill Community Center Basketball - Sourcewell Contract #030223-DAK

Item No.	Model	Description	Qty	Price
1	**BB-2121-RA-PV**	**Tuff Sport® PanaView® Basketball Scoreboard; Scoreboard Color: Red (1956) Semi-Gloss Finish; Caption Color: Black (7725 -12); Border Stripe Color: Black (7725-12)** Cabinet Dimensions: 2' 6" H X 10' 0" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Max Power: 200 watts/display Weight: Unpackaged 95 lbs per display; Packaged 131 lbs per display	**2**	**$11,681.00**
	PanaView Double Bonus Option	For use on indoor basketball scoreboards	2	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	2	
	Indoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	2	
	Radio Receiver	Frequency of 2.4 GHz	2	
	System Startup	Final Commissioning of Equipment	1	
2	**Physical Installation**	**See attachment A.**	**1**	**$4,400.00**
3	**FREIGHT**	**Shipping to 30038 via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery.**	**1**	**$540.00**
Services				
4	**G5C5-W**	**Five (5) Year Parts Only - Includes Customer Care Level 3**	**1**	

Total Price Excluding Applicable Tax: **$16,621.00**

Please reference listed sales literature: DD2481893 for BB-2121-RA-PV, DD5454486 for G5C5-W, SL-03991 for AS-5010 Kit, SL-04370 for Indoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Notes: Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs imposed after May 29, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 29, 2025, Daktronics reserves the right to an equitable adjustment to the purchase price.

Exclusions:

- **Structure**
- **Power**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Taxes**
- **Front End Equipment**
- **Foundation**
- **Hoist**
- **Signal Conduit**
- **Applicable Permits**
- **Electrical Switch Gear or Distribution Equipment**

Unless expressly stated otherwise in this Order Agreement # 859840-2 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Kathy Herold

Spencer Dempsey	Kathy Herold
PHONE:	PHONE: 605-692-0200
FAX:	FAX: 605-692-0381
EMAIL: Spencer.Dempsey@daktronics.com	EMAIL: Kathy.Herold@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

Limited Warranty and Extended Service Terms and Conditions	(www.daktronics.com/DD5459759)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)
Additional Links:	
Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage	(www.daktronics.com/DD5454486)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this order agreement and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature _____ Date _____

Print Name/Title _____ PO number for invoicing purpose only _____

DAKTRONICS ORDER AGREEMENT # 859840-2-0 MAIN
ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

1) Secure necessary sign permits, as required, for each respective Equipment location(s); main
2) Secure necessary construction permits, as required, for each respective Equipment location(s); main
3) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work for each respective Equipment location is; main
4) Mark location of the new Equipment as delineated in the quote for each respective Equipment location(s); main
5) Provide all required floor protection

Structures

1) Not applicable

Electrical & Data

1) Provide primary power to the demarcation point (reference clarifications below) per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on available site power and all associated loads for the new Equipment for each respective Equipment location; main

Product/Equipment

1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation for each respective Equipment location(s); main
2) Remove or relocate existing flags, banners, acoustical paneling, conduit, etc. to provide adequate clear space for the mounting of new equipment directly to the wall

DAKTRONICS RESPONSIBILITIES

General

1) Removal and disposal of existing Equipment for each of these Equipment location(s); main

Structures

1) Not applicable

Electrical & Data

1) Provide secondary power conduits, conductors and power hook-up from demarcation point (reference clarifications below) to all Daktronics supplied load centers/termination panel at/within the Equipment per all applicable electrical codes and regulations for each respective Equipment location; main

Product/Equipment

1) Accept, lift, unload, and inspect all Equipment from carrier for each respective Equipment location(s); main
2) Lift and mount Equipment listed in this quotation for each respective Equipment location(s); main

QUALIFICATIONS/CLARIFICATIONS

1) **Electrical Demarcation:** For all Equipment locations is at Equipment location
2) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (lifts, trucks, etc.) are expected to have access directly to the equipment locations.

3) **Existing Conduit:** Costs to repair or replace damaged or obstructed conduit have not been included quote
4) **Damages and Wages:** Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing
5) **Equipment Mounting:** Equipment is expected to mount to CMU block or concrete wall without the need of sub-structure or blocking
6) **Interior Equipment:** The bottom of the Equipment will be placed at an elevation between ten (10) feet to fifteen (15) feet above the finished floor
7) **Building Penetrations:** Customer to provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless/radio components (external antennas, remote wireless access points, etc.) at the control location. Mount Daktronics provided wireless/radio components to the building in accordance with manufacturers recommendations. Building penetration location shall provide clear line-of-sight to the Equipment. Provide all conduit, with pull string, from control location equipment to the building penetration location

DAKTRONICS ORDER AGREEMENT # 882925-1-1

City of Stonecrest
Reginald Powell
3120 Stonecrest Blvd
Stonecrest, GA USA 30038
Phone: (470)552-7275
Fax: (470)299-4214
Email: rpowell@stonecrestga.gov

24/Nov/2025
Valid for: 90 days
Terms: Net 30 days from shipment with Purchase Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: Browns Mill Park Scoreboards - Sourcewell Contract #030223-DAK

Item No.	Model	Description	Qty	Price
1	**BA-2715-A-PV-F**	**PanaView® Baseball/Softball Scoreboard; Scoreboard Color: Red (1956) Semi-Gloss Finish; Caption Color: Black (7725-12); Caption Choice (Pitch Count, At Bat, H/E, or Time): TIME; Border Stripe Color: Black (7725-12)** Cabinet Dimensions: 3' 0" H X 9' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 150 watts/display Weight: Unpackaged 75 lbs per display; Packaged 113 lbs per display	**3**	**$14,710.00**
	AS-1600 Kit	All Sport® 1600 Control Console Kit	3	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	3	
	Radio Receiver	Frequency of 2.4 GHz	3	
	I-Beam Mounting Hardware (A)	For 2 I-Beams	3	
	System Startup	Final Commissioning of Equipment	1	
2	**MS-3918-A-PV-F**	**PanaView® Multi-Sport Scoreboard; Scoreboard Color: Red (1956) Semi-Gloss Finish; Caption Color: Black (7725-12); Border Stripe Color: Black (7725-12)** Cabinet Dimensions: 5' 0" H X 10' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 300 watts/display Weight: Unpackaged 115 lbs per display; Packaged 172 lbs per display	**1**	**$5,984.00**
	9" QTR / HALF Captions	Reversible Conversion Kit	1	
	AS-1600 Kit	All Sport® 1600 Control Console Kit	1	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	I-Beam Mounting Hardware (A)	For 2 I-Beams	1	

3	**Physical Installation**	**See attachment A.**	**1**	**$11,700.00**
4	**FREIGHT**	**Shipping to 30038 via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery.**	**1**	**$915.00**
Services				
5	**G5C5-W**	**Five (5) Year Parts Only - Includes Customer Care Level 3**	**1**	

Total Price Excluding Applicable Tax:	**$33,309.00**

Please reference listed sales literature: DD1734734 for BA-2715-A-PV-F, DD1734766 for MS-3918-A-PV-F, DD5454486 for G5C5-W, SL-04352 for AS-1600 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Notes: Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs imposed after May 29, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 29, 2025, Daktronics reserves the right to an equitable adjustment to the purchase price.

Exclusions:

- **Structure**
- **Power**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Taxes**
- **Front End Equipment**
- **Foundation**
- **Hoist**
- **Signal Conduit**
- **Applicable Permits**
- **Electrical Switch Gear or Distribution Equipment**

Unless expressly stated otherwise in this Order Agreement # 882925-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Kathy Herold

Spencer Dempsey	Kathy Herold
PHONE:	PHONE: 605-692-0200
FAX:	FAX: 605-692-0381
EMAIL: Spencer.Dempsey@daktronics.com	EMAIL: Kathy.Herold@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

Limited Warranty and Extended Service Terms and Conditions	(www.daktronics.com/DD5459759)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)
Additional Links:	
Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage	(www.daktronics.com/DD5454486)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this order agreement and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature _____ Date _____

Print Name/Title _____ PO number for invoicing purpose only _____

DAKTRONICS ORDER AGREEMENT # 882925-1-1 MAIN
ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

1) Secure necessary sign permits, as required, for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard
2) Secure necessary construction permits, as required, for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard
3) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work for each respective Equipment location is; Field 1-3 scoreboards, Field 4 scoreboard
4) Mark location of the new Equipment as delineated in the quote for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard
5) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work
6) Trim necessary tree branches at scoreboard location(s).

Structures

1) Paint existing support structure(s) after existing Equipment has been removed for the following Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard

Electrical & Data

1) Provide primary power to the demarcation point (reference clarifications below) per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on available site power and all associated loads for the new Equipment for each respective Equipment location; Field 1-3 scoreboards, Field 4 scoreboard

Product/Equipment

1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard

DAKTRONICS RESPONSIBILITIES

General

1) Removal and disposal of existing Equipment for each of these Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard

Structures

1) Not applicable

Electrical & Data

1) Provide secondary power conduits, conductors and power hook-up from demarcation point (reference clarifications below) to all Daktronics supplied load centers/termination panel at/within the Equipment per all applicable electrical codes and regulations for each respective Equipment location; Field 1-3 scoreboards, Field 4 scoreboard

Product/Equipment

1) Accept, lift, unload, and inspect all Equipment from carrier for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard
2) Lift and mount Equipment listed in this quotation for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard

QUALIFICATIONS/CLARIFICATIONS

1) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation for each respective Equipment location(s); Field 1-3 scoreboards, Field 4 scoreboard
2) **Electrical Demarcation:** For all Equipment locations is five (5) feet off grade on structure
3) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, etc.) are expected to have access directly to the scoreboard/structure location. No crane picks over 10' distance from scoreboard structure are included. This may result in the installation equipment having to be on the playing field.

4) **Existing Conduit:** Costs to repair or replace damaged or obstructed conduit have not been included in this quote
5) **Damages and Wages:** Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing
6) **Existing Structure:** The top of the new Equipment will be placed at the top of the existing columns. No column extensions or modifications have been included in this Quote. This may result in the bottom of the Equipment being at a different elevation off grade than the existing Equipment.
7) **Mobilization:** Installation price is based on multiple scoreboards being installed during the same mobilization. If separate mobilizations per scoreboard type (model) are required, additional costs may apply.

DAKTRONICS ORDER AGREEMENT # 882933-1-1

City of Stonecrest
Reginald Powell
3120 Stonecrest Blvd
Stonecrest, GA USA 30038
Phone: (470)552-7275
Fax: (470)299-4214
Email: rpowell@stonecrestga.gov

24/Nov/2025
Valid for: 90 days
Terms: Net 30 days from shipment with Purchase Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: Southeast Athletic Complex Scoreboards - Sourcewell Contract #030223-DAK

Item No.	Model	Description	Qty	Price
1	**BA-2718-A-PV-F**	**PanaView® Baseball/Softball Scoreboard; Scoreboard Color: Red (1956) Semi-Gloss Finish; Caption Color: Black (7725-12); Caption Choice (Pitch Count, At Bat, H/E, or Time): TIME; Border Stripe Color: Black (7725-12)** Cabinet Dimensions: 5' 0" H X 10' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 150 watts/display Weight: Unpackaged 115 lbs per display; Packaged 172 lbs per display	**4**	**$22,704.00**
	AS-1600 Kit	All Sport® 1600 Control Console Kit	4	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	4	
	Radio Receiver	Frequency of 2.4 GHz	4	
	I-Beam Mounting Hardware (A)	For 2 I-Beams	4	
	System Startup	Final Commissioning of Equipment	1	
2	**Physical Installation**	**See attachment A.**	**1**	**$26,800.00**
3	**FREIGHT**	**Shipping to 30058 via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery.**	**1**	**$960.00**
Services				
4	**G5C5-W**	**Five (5) Year Parts Only - Includes Customer Care Level 3**	**1**	
		Total Price Excluding Applicable Tax:		**$50,464.00**

Please reference listed sales literature: DD1734740 for BA-2718-A-PV-F, DD5454486 for G5C5-W, SL-04352 for AS-1600 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Notes: Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs imposed after May 29, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 29, 2025, Daktronics reserves the right to an equitable adjustment to the purchase price.

Exclusions:

- **Power**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Taxes**
- **Front End Equipment**
- **Hoist**
- **Signal Conduit**
- **Applicable Permits**
- **Electrical Switch Gear or Distribution Equipment**

Unless expressly stated otherwise in this Order Agreement # 882933-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Kathy Herold

Spencer Dempsey
PHONE:
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Kathy Herold
PHONE: 605-692-0200
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Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

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Additional Links:	
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Customer Signature _____ Date _____

Print Name/Title _____ PO number for invoicing purpose only _____

DAKTRONICS ORDER AGREEMENT # 882933-1-1 MAIN
ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

1) Secure necessary sign permits, as required, for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
2) Secure necessary construction permits, as required, for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
3) Provide soil investigation report at time of order for each respective Equipment location(s); fields 4 & 6 scoreboards
4) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work for each respective Equipment location is; fields 2 & 3 scoreboards
5) Mark location of the new Equipment as delineated in the quote for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
6) All landscaping restoration, as required
7) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work
8) Locate private underground utilities
9) Trim necessary tree branches at scoreboard location(s).

Structures

1) Paint existing support structure(s) after existing Equipment has been removed for the following Equipment location(s); fields 2 & 3 scoreboards

Electrical & Data

1) Provide primary power to the demarcation point (reference clarifications below) per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on available site power and all associated loads for the new Equipment for each respective Equipment location; fields 4 & 6 scoreboards, fields 2 & 3 scoreboards

Product/Equipment

1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards

DAKTRONICS RESPONSIBILITIES

General

1) Removal and disposal of existing Equipment for each of these Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
2) Removal and disposal of existing primary structure for each of these Equipment location(s); fields 4 & 6 scoreboards excludes foundation removal, primary structure will be removed to the top of the existing foundation

Structures

1) Excavation of foundation(s) including spoils removal. Placement and finishing of concrete for foundation(s). For this quotation, Daktronics basis for foundation type for each respective Equipment location is; drilled pier for fields 4 & 6 scoreboards, existing to be used for fields 2 & 3 scoreboards
2) Steel fabrication and erection of structural column(s). Any Equipment location not speficically listed, either does not have structural column(s) or is not part of Daktornics project scope. The following Equipment location(s) are included in Daktronics quotation to fabricate and erect structural column(s); fields 4 & 6 scoreboards

3) Finish coating on structural steel provided in this quotation is paint for the following Equipment location(s); fields 4 & 6 scoreboards

Electrical & Data

1) Provide secondary power conduits, conductors and power hook-up from demarcation point (reference clarifications below) to all Daktronics supplied load centers/termination panel at/within the Equipment per all applicable electrical codes and regulations for each respective Equipment location; fields 4 & 6 scoreboards, fields 2 & 3 scoreboards

Product/Equipment

1) Accept, lift, unload, and inspect all Equipment from carrier for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
2) Lift and mount Equipment listed in this quotation for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards

QUALIFICATIONS/CLARIFICATIONS

1) **Foundations:** For this quotation Daktronics basis for new foundation design is a class 4 soil with a minimum allowable lateral bearing pressure of 150 psf/ft per Chapter 18 of the International Building Code (IBC). The foundation excavation is based on the excavated area remaining open without collapsing to allow the placement of applicable reinforcement and/or structural columns and concrete. This quotation does not include casings, slurry, dewatering or any other soil stabilization. In the event rock, water, differing soil conditions other than class 4 soil per Chapter 18 of the International Building Code (IBC) or unforeseen conditions are encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%.
2) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation for each respective Equipment location(s); fields 4 & 6 scoreboards, fields 2 & 3 scoreboards
3) **Electrical Demarcation:** For all Equipment locations is five (5) feet off grade on structure
4) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included. This may result in the installation equipment having to be on the playing field.
5) **Existing Conduit:** Costs to repair or replace damaged or obstructed conduit have not been included in this quote
6) **Damages and Wages:** Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing
7) **Exterior Equipment:** The bottom of the Equipment will be placed at an elevation of nine (9) feet above grade on new structures
8) **Existing Structure:** The top of the new Equipment will be placed at the top of the existing columns. No column extensions or modifications have been included in this Quote. This may result in the bottom of the Equipment being at a different elevation off grade than the existing Equipment.
9) **Mobilization:** Installation price is based on multiple scoreboards being installed during the same mobilization. If separate mobilizations per scoreboard type (model) are required, additional costs may apply.

Sourcewell

Daktronics

Scoreboards

#030223-DAK

Maturity Date: 5/25/2027

Products & Services

Products & Services

Sourcewell contract 030223-DAK gives access to the following types of goods and services:

- Scoreboards
- Digital displays
- Video boards
- Marquee signs
- Message centers

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

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Username

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Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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Sourcewell

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Sourcewell

Solicitation Number: 030223

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Daktronics, Inc.,** 201 Daktronics Dr., Brookings, SD 57006 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Scoreboards, Digital Displays, and Video Boards with Related Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: 365F9DD2-1607-4B0B-9678-A0F2BF3299FB

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

DocuSign Envelope ID: 365F9DD2-1607-4B0B-9678-A0F2BF3299FB

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

DocuSign Envelope ID: 365F9DD2-1607-4B0B-9678-A0F2BF3299FB

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 365F9DD2-1607-4B0B-9678-A0F2BF3299FB

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/18/2023 | 8:03 PM CDT

Daktronics, Inc.

DocuSigned by:
By: Tom Coughlin
36F9F2AF618D48E...
Tom Coughlin
Title: Sales Manager
Date: 6/19/2023 | 8:45 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/19/2023 | 10:06 PM CDT

DocuSign Envelope ID: 365F9DD2-1607-4B0B-9678-A0F2BF3299FB

RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name:	Daktronics, Inc.
Address:	201 Daktronics Drive Brookings, South Dakota 57006
Contact:	Lauren Cloud
Email:	lauren.cloud@daktronics.com
Phone:	630-989-0905
HST#:	

Submission Details

Created On:	Friday January 13, 2023 08:21:31
Submitted On:	Thursday March 02, 2023 13:16:00
Submitted By:	Lauren Cloud
Email:	lauren.cloud@daktronics.com
Transaction #:	9779eb0d-6d97-4e1c-8ec5-1ec36cfe7901
Submitter's IP Address:	63.85.214.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daktronics, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	32576	*
5	Proposer Physical Address:	201 Daktronics Dr. Brookings, SD 57006	*
6	Proposer website address (or addresses):	www.daktronics.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lauren Cloud - Sales Administration lauren.cloud@daktronics.com (605) 692-0200	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Now in our 55th year, Daktronics has grown from a small South Dakota elec startup company to a world leader in informing and entertaining audiences thr dynamic audio & visual communications systems. Daktronics was founded in 1968 by Drs. Aelred Kurtenbach and Duane Sander, professors of electrical engineering at South Dakota State University in Brookings, SD. Their mission was to start a company that could provide good paying jobs to graduating SDSU students and provide opportunities to stay in the Brookings area. The company began with the design and manufacture of electronic voting systems for state legislatures. In 1971, with the help of their friend who was the long time SDSU wrestling coach, Kurtenback and Sanders developed the patented Matside® wrestling scoreboard, which was the first product in the company's growing and evolving line of 'catalog' scoreboards. Daktronics secured a contract for the 1980 Winter Olympic games in Lake Placid, NY that included scoring and timing displays at over a dozen venues including the Olympic Ice Center, now Herb Brooks Arena and site of the USA/USSR "Miracle on Ice" hockey game. As the need for electronic displays grew, Daktronics seized the opportunity with the first transportation roadway display for the Connecticut DOT in 1988. Daktronics' sports business grew rapidly in the 1990s with the installation of LED Video displays in many major college venues, the NLF, MLB, NBA and NHL. Daktronics enjoys a large market share with these leagues still today including 18 of the last 19 Super Bowls being played at stadiums with Daktronics technology. In 2001, the first digital billboard was sold to Lamar Advertising and in 2004, the iconic Coca Cola display was installed at Two Times Square in New York City. Throughout this time, Daktronics sports, transportation and commercial business grew in North America and expanded internationally. This work continues today with a local sales presence in all 50 states and Canada with long standing relationships in public and private education markets of K-12, 2-year and 4-year College and Universities. Our products and services also span the needs of City, County, State and Federal government agencies including Departments of Transportation, Mass Transit, Aviation and the Military. Since our beginnings in 1968, Daktronics has grown from a small company operating out of a garage to a world leader in the display industry. The company employs more than 2,700 people working under more than 1 million square feet of its manufacturing and office facilities. In 1994, Daktronics, Inc. became a publicly traded company, offering shares under the symbol DAKT on the NASDAQ National Market system. The common threads through our growth and consistency these 55 years years is our core values; Helpful, Humble, Honest. Our mantra is Customers for Life and this guides us in our work each day. Daktronics has enjoyed our relationship with Sourcewell during these first few years of our partnership. We are excited about the growth that we have experienced with this contract. We are confident that it is just the beginning as we build on what we have started in education and sports and expand rapidly into the ever-growing opportunities in Transportation, Government, Military and other areas.	*
11	What are your company's expectations in the event of an award?	Winning this award is something that we would be very proud of. We would be excited to continue to share with current Sourcewell members and potential members the ability to utilize the contract to easily purchase the goods that they desire. In addition to our core products and core customer base, we will continue to add to our product offerings and expand our reach in areas that can utilize this award. Traditionally, scoring and sports LED displays have been the primary products sold through the Sourcewell contract. Winning this award will allow us to continue to grow the knowledge of the Sourcewell contract with our customers in other markets like airports, train stations, roadways, and military control rooms. These are all spaces that are growing for Daktronics and the value of this award will help Sourcewell members be successful in purchasing high quality LED products. Daktronics has experience great success in our partnership with Sourcewell, but it is also recognized that our ability to grow with this award is much larger than where we are today. If we do receive this award, our expectations are to grow our business through Sourcewell by promoting the award in all of our new and existing public sector markets, with all of our new and existing products.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Some of our financial highlights from FY2022 were as follows: • Fiscal net sales of $611.0 million as a result of record orders and ease pandemic related site restrictions. • Operating income of $4.0 million realized through headwinds of inflation in materials, personnel, and freight related expenses. • Product Order Backlog of $472 million, driven by record order volume of $846.1 million and softer conversion to sales due to supply chain challenges. Some financial highlights through quarter 2 of fiscal year 2023: • Net sales of $359.4 million, a 16.2 percent increase from the second quarter of fiscal 2022. • Orders of $353.0 million, a 2.2 percent increase from the second quarter of fiscal 2022. • Product Order backlog remains at historically high levels of $463.1 million. We will be releasing our quarter 3 fiscal year 2023 results within the next 2 weeks. Financials are available at www.daktronics.com on the Investors tab. The company does not release contact information of trade vendors or bankers since the company is publicly traded and sufficient information is therefore available to support credit decisions. See Financial Strength Attachment in document tab.	*
13	What is your US market share for the solutions that you are proposing?	Approximately 60%	*
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 15%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Daktronics, Inc. has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	At Daktronics we design, engineer, and assemble our products from factory locations in Brookings and Sioux Falls, SD and Redwood Falls, MN. We believe that offering products from our factories in the United States offers great value to Sourcewell Partners. We are among the largest employers in the cities and states we manufacture in, which means the continuous creation of good paying jobs that adds to the success of our communities. Daktronics sales strategy is a combination of direct and channel selling, depending on market. We have over 200 company employees that comprise our sales teams that work with customers in Primary and Secondary Education, Higher Education, Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation. These teams are segmented into 7 regions across North America including Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. For the markets in which we employ a sales channel distribution, we have our employee salespeople working with a vast network of resellers that include Sign Companies, Audio Visual Integrators, Construction Contractors, and Independent Dealers. While we continue to focus on strategically growing our sales channels, many of our resellers have been Daktronics partners for several decades. Our Customer Service organization operates separate from but in orchestration with our sales organization. It is comprised of over 300 customer service coordinators, technicians, field engineers and service partners. All technical service, repair, and work is managed and performed by Customer Service and done so within our integrated Sales Force CRM for complete visibility to both our service and sales organizations.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daktronics holds licenses to do business in all 50 states; further, we maintain general contractor or specialty licenses in many jurisdictions.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Daktronics has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019: Forbes Best Midsize Employer 2019: Recognized as a 40-year sponsor of the National Interscholastic Athletic Administrators Association 2021: Dairy Queen Equipment Vendor of the Year	*
20	What percentage of your sales are to the governmental sector in the past three years	For the past three years, the government sector has been 8.1% of our total sales. CY20 – 7.5% CY21 – 8.3% CY22 – 8.3%	*
21	What percentage of your sales are to the education sector in the past three years	For the past three years, the education sector has averaged 30.4% of our total sales. CY20 – 26.9% CY21 – 33.9% CY22 – 29.5%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cooperative agreements that Daktronics holds including sales volume for the previous three years are as follows: Association of Educational Purchasing Agencies (AEPA) 2020 - $9.7M 2021 - $15.3M 2022 - $11.2M BuyBoard 2020 - $10.4M 2021 - $13.9M 2022 - $9.6M Omnia Partners 2020 - $12.5M 2021 - $18M 2022 - $31M Sourcewell 2020 - $4.2M 2021 - $31.5M 2022 - $34.8M The Interlocal Purchasing System 2020 - $220K 2021 - $2.6M 2022 - $1.4M State of Utah 2020 - $103K 2021 - $508K 2022 - $342K Huron Valley Schools 2020 - NA 2021 - NA 2022 - $129K	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Daktronics does not currently hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Maryland - College Park	Josh Kaplan	301-314-9729	*
University of Texas Austin - Intercollegiate Athletics	Fernando Lovo	512-217-7544	*
Anne Arundel County Public Schools	Marlene Mueller	410-222-5178	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Val Verde Unified School District	Education	California - CA	This contract was to provide new LED message centers for all schools within Val Verde Unified School District. It was required for the vendor to provide a software that was cloud-based with a hierarchy system that will allow the school district to oversee all marquees and have the capability to send content to any marquee from the district level. Daktronics provided GT6x 8mm displays to 25 schools. Each order included System Startup and a One-on-One Webinar Software Training. This contract was for product only, the installation was provided by another company.	25 Orders Booked ranging from $20K-71K.	$803,766
Salinas Unified School District	Education	California - CA	Salinas Unified School District partners with Daktronics for new stadium video boards, scoreboards, and control equipment for Salinas, Alisal, Rancho San Juan, North Salinas, and Everett Alvarez High Schools. This new equipment will provide opportunities for students to further education and hands on experience with video production equipment and software. The curriculum package provided with the equipment will plan on being implemented into a classroom setting for education. This will give students the opportunity to be involved with gameday/event production by creating content and implementing media files for various sporting events, graduation, fundraisers, movie night, and more. The district also purchased new baseball and softball scoreboards for their schools over the past few years to support and energize those programs.	10 Orders Booked ranging from 37K-138K.	$906,426

University of Maryland-College Park	Education	Maryland - MD	Daktronics worked with the University of Maryland to replace and expand the original video display in the east end zone of their football stadium as well as delivering a new larger video display in the west end zone. As part of the project, a custom point-source sound system and two state-of-the-art control rooms were implemented to complete the full audiovisual experience and support both video displays. The west end zone display was 7th largest in all of college football at the time of installation. It features 10-millimeter pixel spacing and measures 54 feet high by 120 feet wide. The sound system included additional satellite speakers along the concourses for a consistent audio experience. The control rooms feature Daktronics Show Control solution and Live Clips, a dual-channel multimedia broadcast server system designed for game entertainment and live productions. Together, these control solutions provide the ultimate game-day experience and flexibility to operators for any event held at the venue. One of the control rooms required new construction and Daktronics worked with a general contractor to complete the project. Everything was installed and operational for Maryland's first nationally televised home football game of the season.	2 Orders Booked ranging from 466K-14M.	$14,797,859	*
UOTA-Intercollegiate Athletes	Education	Texas - TX	Daktronics worked with the University of Texas to provide them with LED displays and scoring systems to provide entertainment and information to their fans at multiple venues on campus. We also work with this University to provide state of the art control systems that provide the content on these displays.	4 Orders Booked ranging from 78K-1.8M.	$3,450,412	*
Louisiana State University	Education	Louisiana - LA	Daktronics worked with Louisiana State University to provide LED displays and scoring systems at multiple venues on campus including Aquatics, Track, Basketball, Baseball, Football, and Softball, as well as control systems for all of these venues. These systems are used to inform and entertain their students and fan base.	5 Orders Booked ranging from 93K-718K.	$1,350,140	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Our Daktronics sales force is comprised of over 150 field sales and inside sa representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. Our Daktronics sales force is comprised of over 150 field sales and inside sales representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. See Region Map Document in the Additional Documents attachment for visual of the 7 regions for field sales territory.	*
27	Dealer network or other distribution methods.	Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories. The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont. In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business. Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories. The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont. In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business. See Dealer/Reseller Document in the Additional Documents attachment for a full list of approved Dealers and Resellers.	*

28	Service force.	Daktronics customer service teams consists of over 560 trained and experienc employees that service valued Sourcewell members each day. Our service em focus solely on their specific services responsibilities that include Service Coordination, Technical Support, Service Projects, Escalated Support, Professional Services, Service Sales, Field Services, In House Repair Center and Continuous Improvement. Our primary support delivery teams Service Coordination (65+ dedicated employees), Technical Support (80+ dedicated employees) and Field Services (approximately 360 dedicated employees) activities are broken out below. Service Coordination: • Quote and Process Orders for service parts and onsite labor • Service Invoice Inquiries • Questions on warranty or coverage • Information on order status and backorders Remote Technical Support: • Provide remote troubleshooting and diagnose issues utilizing diagnostic software • Provide part recommendations • Develop plan of Action/Next Steps to resolution Field Services: • Nationwide network of local resources trained to provide onsite technical support to troubleshoot, diagnose and resolve issues o 59 Daktronics Field Engineers across the United States, with positions opened to target approximately 70 as a result of expected demand o Approximately 125 Daktronics Service Partners companies, with over 300 Daktronics trained and skilled technicians available to be dispatched for onsite work See Service Map Document in the Additional Documents attachment for a map of Daktronics field engineers and Service partners.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will be provided with a quote from Daktronics for equipment per their project requirements. Each quote will indicate the Sourcewell contract number and logged in Salesforce. Once the Sourcewell member is ready to order, Daktronics will create order documents that include the finalized equipment list being ordered, signature page, and order information form to confirm bill to, ship to, installation addresses and contacts. Sourcewell members can sign the order documents form or provide a purchase order and send to their Daktronics sales team. Daktronics will enter their order is our ERP system by a project coordinator, who will then provide an order acknowledgement document to notify the Sourcewell member that their order has been entered and pertinent details about their order. All Sourcewell member orders placed through an authorized Daktronics dealer or reseller will follow the same process, Daktronics will confirm equipment with the dealer or reseller and create order documents that list the Sourcewell contract number. The dealer or reseller will place the order with Daktronics with Daktronics continuing to be responsible for paying the administrative fee and quarterly reporting. Daktronics strong partnerships with our dealers and resellers helps us have a larger footprint in our industry. The ability for our dealers and resellers to utilize the Sourcewell contract helps them secure more orders and offer a benefit others may not be able to offer.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Daktronics' Service coordination and technical support teams are using the late technology to address Sourcewell members requests and inquiries. Our Service coordination and technical support teams are available during our standard business hours of 7 am- 7 pm customer local time. Additionally, we have extended options for members that desire phone support 24/7 for critical needs. Our services teams utilize our software system to track and forecast incoming demand. This allows our teams to plan for adequate staffing levels to support Sourcewell members in the future and make real time adjustments to plan should we see variance in forecasted demand. We provide Sourcewell members access to MySupport our customer facing portal, providing individuals ability to create a new service case, add information to an open case, case history, receive real time notifications and status updates, attach photos, purchase orders and other reference files to name a few of the current features. Additionally, Daktronics uses phone routing logic that can identify member callers based on phone #, selection of technical and non-technical request type and will route to the first available agent that is trained on that product or request type inquiry to the appropriate expertise to provide first contact resolution. Daktronics, and specifically our Customer Services team, is dedicated to Continuous Improvement and has a team of individuals within the services organization who are focused on managing improvement projects. Our strategy is to eliminate waste when possible and reduce necessary waste. Using a cycle to Identify, Plan, Execute, and Review, also commonly known as Plan, Do, Check, Adjust. In addition, we strive to deliver an effortless experience for both customer and employees. All while looking for opportunities to automate through processes, systems and data. Daktronics utilizes measured weekly metrics to support various channel response times with set targets across each channel type. Service materials levels and repair line cycles are measured weekly and historically over time. Daktronics invests in a 3rd party phone survey to obtain feedback on satisfaction and effort. Sourcewell members are asked questions that are rated on a scale of 1-5 and provide verbatim comments on performance, experience and resolution. This valuable feedback has identified multiple trends and areas of opportunity that have been investigated and solutions implemented across teams.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Daktronics is currently providing service and support to Sourcewell Members throughout the United States. We have sales and service personnel living in our 9 identified regions across the country. We're committed to continuing and growing our service to all Sourcewell Members in the US across our entire product line. As previously mentioned, we focus our activity in different markets; including Primary and Secondary Education, Higher Education., Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Daktronics is currently providing service and support to Sourcewell Members throughout Canada. We're committed to continuing and growing our service top all Sourcewell Members in Canada across our entire product line. In Canada, Daktronics employs a direct sales channel in specific territories and an exclusive dealer agreement with Centaur Products in other areas. Daktronics also employee's additional product and engineering staff in Toronto to help guide the efforts with indoor digital signage. Centaur Products is Canada's most experienced scoreboard supplier and has experienced scoreboard and video display installations across the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no limitations that apply to our members in Hawaii and Alaska and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To achieve our marketing goal, Daktronics will communicate the purchasing benefits of the contract to Sourcewell Members, Daktronics sales team and dealers. We will continue to tailor our multi-channel approach to increase adoption of the Sourcewell contract in all public sector markets. Upon contract award, Daktronics will issue a news release, distributed through the wire, as well as relevant media contacts and our social media channels (Facebook, Twitter, and LinkedIn). This reaches our target audience through advertising, content creation and engagement with followers. Many members of our sales team are active on social media and actively share this type of news to gain added reach with members in their territories. Daktronics marketing will add a landing page to Daktronics.com, featuring the Sourcewell contract partnership, explaining the benefits of buying through Sourcewell, as well as a link to the Daktronics vendor page on Sourcewell.com. Sourcewell promotion through our Daktronics marketing assets will include: • Placing Sourcewell logo on all regional sales flyers • Purchasing options in Daktronics print/digital catalogs • Mention of Sourcewell contract on Daktronics.com. Early in 2023, Daktronics deployed an e-commerce site, enabling customers to log-in and buy selected scoring products. Customers can choose to receive pricing and complete their purchase using the Sourcewell contract. We intend to grow our e-commerce site to include more standard scoring products, to simplify the buying process. Allowing Sourcewell Members the ability to use this contract through e-commerce is of high priority for Daktronics. Daktronics attends 100+ conventions for K-12 Education and Parks and Recreation markets each year. These events are targeted to athletic directors, coaches, administration, school boards and city employees. In addition to our education market, Daktronics attends 50+ similar events for the collegiate and transportation businesses. The booth team and market material at these events will highlight the local brochures with Sourcewell's logos and contract benefits. Sales Training Activities Daktronics Sales Training is a proactive approach to increasing sales' awareness of the Sourcewell contract and the benefits it provides. • Daktronics sales and market leadership will conduct sales training about the contract award through department webinars and emails, sharing the following: • Member benefits • Contract terms • Messaging strategies • Location of contract information • Breadth of products and services available for purchase through Sourcewell. Each training is recorded and is made available to new personnel throughout the year. Our sales leaders use these recordings to quickly build knowledge with new hires. See Sourcewell Flyer attachment in the Marketing Plan document section for a sample of the marketing flyer.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have a large digital footprint with top search engine performance for target key words. Our site reaches over 1 million viewers every year with an average growth rate of 20%. Campaigns are optimized to target a mix of organic, social, and paid advertising audiences. Marketing automation technology assists our teams with capturing leads, scoring and nurturing them, and ensuring that potential buyers are quickly connected with our inside sales teams. A new e-commerce platform streamlines the buying process for stocked products by allowing customers to purchase with a credit card or PO. Decades of industry leadership has allowed us to establish a vast directory of contacts which we segment into target audiences for direct advertising campaigns. We adhere to all major privacy regulations to keep our contact data safe and secure.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Daktronics would anticipate a working relationship with Sourcewell to promote the c in ways that are attractive to the market and highlight the strength of the contract. For example, many states have mandated shot clocks in the past year and schools need an easy, cost-effective way to purchase shot clocks that will work with their current scoreboards. In early 2023, Daktronics released our first E-commerce platform for high schools to purchase shot clocks. Daktronics e-commerce site allows Sourcewell members to quickly notify Daktronics of their membership status and make e-purchases on the contract. Daktronics expects more states to mandate shot clocks and this purchasing channel will grow. Through collaboration, Daktronics would anticipate a marketing campaign through mutual efforts to drive interest and adoption of e-purchases through the contract. In addition to e-purchasing, Daktronics inside sales and field sales staff is well versed in the value of the Sourcewell contract and promotes the use of the contract regularly in its core business. As Daktronics brings new products and solutions to the public sector, we anticipate additional sales staff will need to be trained and equipped with knowledge on the Sourcewell contract. Our sales leadership has employee standard discovery processes to help ensure any new staff is promoting the contract to provide maximum benefit to Sourcewell Members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Daktronics has recently released a limited product offering on an e-procurement system. After the National Federation of High Schools announced their plan to support state adoption of shot clocks in basketball, Daktronics saw an opportunity to simplify the purchase process and reduce the effort on some products for Sourcewell Members. On the site, Sourcewell members can identify their member status and make a product purchase without the need to wait for quote and order documents. This is still in its early stages but proving to be a valuable sales channel that the market is excited to utilize. Today, shot clocks are the only product line on this system. We anticipate in the next few years to have a high volume of e-purchases due to the high number of states adopting shot clocks. Daktronics plans to expand the offering on the system to provide a much simpler way of purchasing more products for Sourcewell Members.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All of our customers, thus any Sourcewell Partner has a variety of choices of operating training. This pertains mostly to our control systems and accompanying proprietary software. This training often takes place after purchase and prior to installation so that customers have a good working knowledge from the start. We offer training in various forms including on-site 1:1 training, webinars, on demand videos, website hosted knowledge base articles and of course product manuals. We also offer annual summits where customers gather in person to learn and collaborate. They often participate in user groups that we have established on social media as well. Maintenance training is offered as well including self-installation, trouble shooting and basic repair, in addition to maintenance and repair training, support from customer service is always available through Customer Service.	*
41	Describe any technological advances that your proposed products or services offer.	Daktronics manufactures all of our audio, scoring, video and transportation communication products in the United States in Brookings and Sioux Falls SD and Redwood Falls, MN. We invest 4% of revenue annually into R&D to ensure that our products are on the cutting edge of technology, while maintaining a level of quality that our customers have come to expect. This includes a sophisticated, state of the art reliability lab that is located on our Brookings, SD campus. In this lab we utilize the latest advancements in environmental technology to test our products and components to failure. This gives us unique insight into what components to uses, how to design them and how to manufacture them into continuously improved finished products. We use these tests to develop proprietary and beneficial features for Sourcewell members like gel coated digits to resist water and corrosion, remote troubleshooting of our displays to keep service costs down, tablet control of scoreboards and video displays for easy, simple control. Positive pressure ventilation and air circulation systems to reduce heat, humidity, and cold temperatures for outdoor products.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Daktronics understands that sustainability involves commitment that must reach all levels of a company. It is the intention of Daktronics, Inc. to contribute to the protection and improvement of the environment. We are fully committed to comply with all local, state, and federal regulations. Daktronics, Inc. attempts to take a proactive status in establishing and maintaining environmental procedures that protect the environment, our employees' health, our customers, suppliers and surrounding neighbors. Whenever possible, Daktronics, Inc. will seek to reduce our *VOC and *HAP emissions by finding lower or no VOC replacement	

products.

We strive to utilize our products most efficiently in order to reduce waste. We search to find the most effective means to reuse or recycle our waste products. When disposal of waste is necessary, Daktronics, Inc. will take steps to ensure that it is done in accordance with all local, state, and federal regulations. Daktronics, Inc. will also seek to conduct business with suppliers and subcontractors that share our concern for the environment. We will not tolerate known violations of environmental laws either by inaction or by actions of our employees, contractors, or suppliers.

Daktronics understands that environmental sustainability must be demonstrated by on-going commitment. While Daktronics utilizes some of the fundamentals found in the ISO 14000, we currently do not maintain ISO 14000 certification within our Manufacturing facilities. Daktronics strives to eliminate waste through automation and Lean manufacturing principles such as Five S (Sort, Straighten, Shine, Standardize and Sustain). Elements of 14000 we have implemented include:

- o Use of LEAN principles including Plan, Do, Check and Act, to identify areas where improvement and continually review is needed our Environmental Program.
- o Maintenance of a Chemical Review Program which restricts the use of chemicals that have environmental concerns.
- o Implementation of a general awareness program for factory employees. This general awareness is a component of new hire training.

To improve energy conservation in our facilities we have taken step to minimize our energy usage. Our production facilities including the factory floor, offices, conference rooms, restrooms are equipped with sensors that will shut off the lights after 15 minutes of inactivity. Daktronics utilizes office equipment that maintain an Energy Star Certifications in our United States facilities.

Daktronics have created RoHS-ready products completely devoid of mercury, cadmium hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ether (PBDE) and other hazardous materials. Several of the products produced by Daktronics are Lead free including the 1.9 and 2.5 mm Narrow Pixel Pitch (NPP) used in Indoor Applications. *

Daktronics will aggressively recycle all eligible office and industrial materials. Materials which are recycled as part of our manufacturing processes include:

- o Aluminum
- o Steel
- o Cardboard
- o Plastic
- o Glass
- o Paint product cans
- o Wood
- o Paper
- o Printed Circuit Boards
- o Industrial solvents, such as those used in the manufacturing process.

Daktronics has established a corporate training which covers environmental responsibility for the handling of hazardous materials during spill response procedures. Currently, all employees responsible for the response and clean-up of chemical spills receive annual training. Additionally, Daktronics is working on the development of an Environmental education training program for all of our factory employees. This training will cover the handling and proper disposal procedures (note, this training is currently in place in a Redwood Falls facility).

Additional initiatives Daktronics uses to reduce environmental impact include:

- o A minimum of 10% post-consumer waste content in all resource and marketing materials.
- o Corrugated materials used as part of the shipping process will utilize materials containing 40to 80 % post-consumer fiber.
- o Compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- o All outer packing materials used for the shipping of these products are free of PVC and are recyclable.
- o Daktronics does not utilize materials which have been bleached during the manufacturing and or shipping process.
- o Daktronics understands that sustainability involves commitment that must reach all levels of a company. Daktronics will work through licensed recycling organizations to recycle older customer systems both Daktronics and non-Daktronics display.

Daktronics has implemented several practices to reduce waste and help Daktronics reach short- and long-term environmental goals.

See Green Initiatives Documents in the Additional Documents attachment.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although Daktronics does not have any eco-labels or certifications, we do utilize high LEDs to build our products. The choices we make allow our products to operate as efficiently as possible and minimize the power draw. These strategic choices not only reduce the needed energy for our displays, but it also extends the life of the product and reduces waste.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since Daktronics is a manufacturing company, on-site labor is primarily composed of subcontracting workforces hired to complete the installation of our products. Local, minority, and female labor participation would come from these subcontractor workforces. Daktronics works with its subcontractors to maximize participation on each project with labor participation goals.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Manufacturer - Daktronics has three manufacturing facilities in the United States that builds products from the component level. For Sourcewell Members, this is a large differentiator when valuing long term reliability and serviceability of products. Most LED display providers in the US purchase finished displays or finished panels from China and ships them to or assemble them in the US. This jeopardizes the companies' ability to service the product after 5 years and brings reliability into question. Daktronics controls all sourcing of components and requires long term contracts that ensure our products have available parts for the life of the display. Industry Specific - Daktronics is uniquely marketized to match Sourcewell Members in the industries they serve. Education, Government, Transportation, Military, Industry, Advertising, Hospitality and Entertainment. We not only have sales and marketing teams that work in these specific markets, but we have full engineering and support teams that focus on the needs of each industry. Because of this, we offer the widest range of solutions to Sourcewell Members. Education Market - Daktronics is one of few vendors that designs, manufactures, sells, and supports all of our scoring, video, messaging and audio products. This provides Sourcewell Members with one source of integration, procurement, and support. Daktronics is committed to helping Sourcewell Member schools achieve their goals beyond scoring an event. Daktronics Professional Service teams is organized to help member schools achieve their goals in three categories: Increase Entertainment, Generate Revenue and Student Development. Increase Entertainment - Daktronics content creation team provides members with options to purchase professional level video display content at their events. Our Event Production team provides 1 on 1 coaching for teachers and students to make their game-day production better. Daktronics experience in high level sports provides the unique ability to help schools elevate the level of entertainment they utilize to connect with their community. Generate Revenue - Daktronics employees a team of 10 staff members committed to helping schools utilize their LED video display to generate revenue. Often times, more revenue is generated than the cost of a display and schools are able to fund additional projects through other Sourcewell contracts. On average, Daktronics Sports Marketing is able to help generate more than $50,000 a year per school. Student Development - Daktronics enjoys a large market share at the college and professional level of sports. Daktronics control systems are the preferred control system of these venues. High Schools that select Daktronics have the unique ability to teach their students on the same control system that colleges/universities and professionals use. For that reason, we have developed a program called DakClassroom. DakClassoom is built with three components: Daktronics Event Production Curriculum, Hands-on Multi-seat Education software and a career counseling program to help kids connect with college level positions in the industry. Design Build Services - Daktronics often helps our customers execute projects that require turn-key design-build services from the initial schematic design (SD) to design development (DD) to construction documentation (CD) phases to executing the fabrication/installation. Transportation Market - Since entering the Intelligent Transportation System (ITS) market over 30 years ago, Daktronics continues to deliver innovative technology with dynamic displays and message signs. We deliver American made products to help agencies connect with travelers in the Airport, ITS and Public Transportation Markets. These related markets are also diverse with different applications. The unique attribute for Daktronics is the breadth of product offerings to cover all of these markets for agencies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty. Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty. See Warranty Documents attachment for reference.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations outside of what is outlined in our standard terms and conditions.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the optional on-site labor warranty covers the expense of technician's travel time and mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Daktronics provides coverage with certified technicians in all geographic regions of the United States and Canada to perform warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item made by other manufacturers that is included as part of our proposal will be covered by our warranty.	*
51	What are your proposed exchange and return programs and policies?	Daktronics is committed to serve Sourcewell Members long after their purchase. We understand our customers want working products as fast as possible. We have a US based repair and return service to quickly receive, repair, and return parts as part of a warranty as rapidly as overnight. 94% of all the parts that come to our repair and return center are able to be repaired and returned to site.	*
52	Describe any service contract options for the items included in your proposal.	Daktronics products include warranty for the parts and bench labor, exchange, or replacement, depending on the support options available for the particular component as well as the option to add on-site labor. Prior to warranty expiration, the purchaser may purchase extended warranty services to cover the equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts coverage (repair, exchange or replacement as previously outlined by component) and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this warranty for extended additional services (On-site labor for example).	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Daktronics has standard payment terms for public entities is Net 30 with a purchase order for projects less than $100,000. For projects over $100,000 the terms are negotiable based on progress payments. Accepted payment methods include check, credit card, wire transfer or ACH.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	One of our leasing options is with Huntington Equipment Finance, the 5th largest bank-owned equipment financing company in the country. The partnership between Daktronics and Huntington provides opportunities for customers to spread the cost of LED displays through affordable payments. See Daktronics Leasing Solutions in the Additional Documents attachment for additional information on payment solutions.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Daktronics will provide order documents to participating Sourcewell members that includes a final equipment list, signature page, and order information page. There are links included on the order documents to our standard Warranty & Limitation of Liability, Terms & Conditions of Sales, and Software License Agreement. See Standard Transaction Document Sample attachment.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Daktronics accepts P-card procurement and payment process. There is an additional 3% surcharge for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is the product-category discounts method for product/services. Installation pricing is either flat rate or we utilize the standard RS Means method. We have included our pricelist which delineates our list price, our discounted to Sourcewell members and the Sourcewell member discounted price. See the Pricelist in the documents tab.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Daktronics is offering 10% minimum discount and this is reflected in the pricelist we have included in our response.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Periodically, for a short period of time, we may offer incentive programs for certain product lines. However, the majority of our projects are made to order, individually unique to each customer. We typically do not sell at high volumes; therefore, our pricing is extended to individual members regardless of volume.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a Sourcewell member is requesting a product or group of products that do not fall into a "standard" offering, Daktronics will utilize a custom quote for each such request, to provide a price based on cost plus a percentage equivalent to no less than what the price would be if it were a standard product in this contract.	*

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Daktronics takes great care to assure that projects are accurately priced and provide the best value to their customers. Through our quotes we remain transparent and clear what associated costs are to the project. Pricing is based on the customer's required project conditions and requirements. Our quotes delineate project specific items such as installation responsibilities, training, and estimated taxes when applicable.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Daktronics has shipping departments at each of our manufacturing facilities who work daily with our shipping companies. Our volume of shipments helps us secure competitive pricing on freight and shipping costs. We pass these savings on to our customers. It also provides us access to various modes of shopping with various companies that are best suited for the project and location. Freight is quoted based on the project (product dimensions and weight), customer preferences, location, and project conditions. In addition to freight or shipping cost, if there is additional delivery service or labor on-site needed along with associated travel expenses for these services, it will be delineated on the quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Being a global company, Daktronics is familiar with travel, freight, shipping and delivery methods and terms for geographies such as Alaska, Hawaii, Canada, and other offshore locations. We work with the customer to learn expectations for delivery schedule, method, and solution. Our quotes list the amount based on the outlined project conditions. We strive to meet customer's expectations, offer 3rd Party Bill freight method, and can coordinate with the customer to have their carrier pick up the freight at our loading docks.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Daktronics' longevity in the markets we serve provides us metrics and information to help us effectively forecast product demand and necessary inventory levels. We have developed stocking programs of our more popular products and review these programs regularly to provide short lead times of specific identified products. Especially relevant in the school market, we strive to have seasonal products, such as sport specific scoreboards, available to accommodate quick delivery requests during these peak times. With the broader adoption of shot clocks at the high school level we have shot clocks stocked for a more rapid delivery for these states that are adopting this program. We also have an e-commerce option to purchase shot clocks and are expanding the options available via this method. We offer a rapid delivery program that offers a two-week lead time for certain digital display products.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Daktronics has a dedicated Contract Coordinator specifically for Sourcewell to manage all aspects of our cooperative contract. The Contract Coordinator has been a part of Sourcewell since we began this contract in 2019 and manages everything from ensuring we abide by contract requirements, pricelist management, reporting, and paying administrative fees. Along with the Contract Coordinator, we have a dedicated team of quote specialists to complete all quoting and ordering of the products. There are procedures in place to ensure we are following contract requirements. Throughout the process of quoting, ordering, reporting and payment, we have multiple checkpoints. All Sourcewell orders are tracked though our quote to order process. We have carefully defined the processes and can support contractual agreements. Our ERP, CRM, Quoting and Reporting IT tools/systems provide us with accurate reporting and accurate pricing for customers.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our IT systems include Power Business Intelligence (PBI) which allows us to track most every part of our business in real time. We have a specially developed platform to track our Sourcewell Contract results which is booked orders by geographic region and business unit. We also invest in Salesforce CRM. Every salesperson and sales manager has an individual license. Salesforce is the tool that we use to track Sourcewell Contract pipeline on an individual and category basis. All Regional Sales Leaders are responsible for annual growth plans for their region and their teams. This includes growth of the Sourcewell Contract on a regional and individual basis. We have used these methods for the lifetime of our current contract, and they work quite well. We plan on continuing these methods should be fortunate enough to be rewarded a new contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose the following fee structure paid to Sourcewell after we are paid in full for the project by the Sourcewell member: - Projects with less than $75,000 of invoiced value (product and services not including freight or taxes) - 2% of the total combined product and services amount. - Projects with $75,000 or more of invoiced value (product and services not including freight or taxes) – 1% of the total combined product and services amount.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Daktronics offers Sourcewell members the most comprehensive selection of L video, digital displays, and scoreboards available. We manufacture, deliver, a install all items listed in this bid category throughout the United States and Canada. Our solutions include as follows: Scoring - All scoring products for 17 sports are available in our proposal. This includes all portable products and stocked products for members that need quick delivery of product. LED Displays - All indoor and outdoor video displays for sports, education and government campus communication, aviation, military, parking, and mass transit locations are included in our proposal. Indoor and outdoor each have a wide range of pixel pitches and sizes to provide Sourcewell Members the ability to procure the exact product they desire. Indoor- 1.2mm, 1.5mm, 2.5mm, 2.9mm, 3.9mm and 5.9mm. Outdoor- 6mm, 8mm, 10mm, 13mm, 15mm, 16mm, 20mm and 66mm. Audio - Included in our proposal is all Daktronics standard audio products in addition to custom audio solutions to meet the specific needs of Sourcewell Members. Outdoor Product lines: SS2000, SS1500, SS500, SS200 and SSP100. Indoor product Lines: SS150, SS250 and SSP100.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product offering includes all items requested in this RFP. Our line-card is comprised of the following product families, all of which include our dedicated control systems and software. - Video Displays • Indoor Video Displays o Centerhung displays o Endwall displays o Lobby displays o Concourse displays o IPTV Displays o Club and suite displays o LED Scorers Tables o Stanchion displays • Outdoor Video Displays o Endzone Video Displays o Concourse video walls o Ribbon displays o Auxiliary displays o Field level displays - Scoreboards and timing systems • Aquatics/Nantorium • Football o Delay of game clocks • Tennis • Rodeo • Baseball o Pitch Timers • Softball • Hockey • Track • Curling • Basketball o Shot Clocks o Stats Displays • Lacrosse • Field Hockey • Soccer • Volleyball • Motorsports • Wrestling • Pari-mutuel • Cricket • Squash - Message Displays • Digital street furniture • Outdoor LED message displays o Text- Only Displays o Graphics and Animation Capable Displays o Galaxy® AF-6700 o Galaxy® AF-6800 - 4 mm Monochrome o Galaxy® GT6x - 8 mm Full-Color o Galaxy® GT6x - 10 mm Full-Color

- o Galaxy® GS6 - 15.85 mm Full-Color
- o Galaxy® GS6 - 15.85 mm Monochrome
- o Galaxy® GS6 - 19.8 mm Full-Color
- o Galaxy® GS6 - 19.8 mm Monochrome
- o Galaxy® eCCB - 19.8 mm Red
- o Cash/Credit Display

-Transportation Displays
• Railway LED Displays
• Bus Station LED Displays

-ITS (Intelligent Transportation Systems)
- o Dynamic Message Signs
  - § Front Access Displays
  - § Walk-In Displays
  - § Lane Use Displays
  - § Travel Time/Toll Rate Displays
  - § Variable Speed Limit Displays

- Digital Billboards
• Roadside Displays
- o 11x22 Poster
- o 10'6" x 36' Jr. Bulletin
- o 14' x 48' Bulletin
- o 20' x 60' Spectacular

- Space Availability Displays

- Audio Systems
• Indoor Sound Systems
- o Sportssound 150
- o Sportsound 250
- o Point source sound systems
- o Custom Distributed sound systems

• Outdoor Sound Systems
- o Sportssound 200
- o Sportssound 500HD
- o Sportssound 1500HD
- o Sportssound 2000HD

• Portable Sports Sound Systems
- o Sportsound SSP-100

- Out-of-Home Advertising Displays

- Digit and Price Displays
• Petroleum Price Displays
• Time & Temperature Displays
• DataTime® DF-1012
• Fuelight™ FL-3000
• Fuelight™ FL-4500
• Fuelight™ FLW-3000

- Indoor Dynamic Messaging Systems

- ITS Dynamic Message Signs (DMS)
• Vanguard® VF-2020
• Vanguard® VF-2120
• Vanguard® VF-2420
• Vanguard® VS6 Front Access - Louvered Face DMS
• Vanguard® VM-1020
• Vanguard® VS-5220
• Vanguard® VX-2428 & VX-2420

- Software and Controllers
• Dakstats Sports Software
• Allsport Controller – Scoreboards and Timing System Control Console
• Omni Sport Controller – Aquatics and Rodeo Timing and Scoring Console
• Venus Control Suite
• Show Control
• Vanguard ITS Dynamic Message Signs
• Fuel Link – Digit and Price Displays
• DataTime – Time and Temperature Displays
• Software & Controllers
• All Sport 1600 Sport Controller
• All Sport 5000 Sport Controller
• All Sport 5100 Sport Controller

		• All Sport CG Sport Controller • Battery Pack Sport Controller Accessory • Carrying Case Sport Controller Accessory • Radio Option Sport Controller Accessory • DakStats Sport Software • DakTennis Sport Software • Daktronics Data Manager Sport Software • DM-100 Digit Software and Controller • MiLB Interface Sport Software • MLB Interface Sport Software • NBA Interface Sport Software • NFL Interface (GSIS) Sport Software • NHL Interface Sport Software • OmniSport Control Consoles Sport Timing Console • Price Control Digit Controller • Pro Diving Sport Software • Pro Swimming Sport Software • Pro Synchro Sport Software • RC-200 Console Sport Controller • SI-32 Message Center Controller • Show Control System Live Event Control System • SportsWire 4000 Sports Software • StatCrew Interfaces Sports Software • Vanguard® Auxiliary Panel DMS Controller • Vanguard® Equipment Cabinet DMS Control Cabinet • Vanguard® v4 DMS Control Software • Vanguard® VFC DMS Controller • Venus Control Suite Message Center Software • Venus Control Suite for Out of Home Digital Billboard Control Software	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	*
72	Digital Displays, LED Video displays	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	*
73	Video boards	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	*
74	Message centers, marquees, concourse displays, transportation displays	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	*
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	*
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	(•) Yes ( ) No	This category of products is part of our core product lineup and accounts for a high percentage of our business.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	Daktronics engineers put as much craft and effort into testing their products as they do designing them. As part of a continuing tradition of excellence in communications technology, Daktronics has opened a state-of-the-art product reliability lab that uses the latest enhancements in environmental technology to test the limits of every Daktronics product, providing valuable feedback during the product development life cycle. Our dedicated product reliability technicians push each Daktronics product to its absolute performance limits, using their findings to implement continued product improvements. The lab illustrates the company's commitment to providing superior products that are built to last. Examples of testing: - Environmental Simulator: Display-level Environmental Testing - Salt Fog Chamber: Measuring Corrosive Effects of Salty Precipitation - Climate Chamber: Testing against Cold, Heat, & Humidity - Shaker Table: Vibration and Mechanical shock Testing - Thermal Shock Chamber: Prolonged Exposure to Extreme Temperature - Ingress Protection Validation: Water/Dust Environmental Testing See Reliability Lab Brochure in the Additional Documents attachment.	*
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	Sourcewell members often require design-build services to successfully execute their projects that utilize our projects. In the design phase, we help members establish budget costs, and high-level project requirements in their conceptual planning and the schematic design phase of their projects. This includes conceptual renderings, proposal drawings, budgetary pricing, steel estimates and material take-offs. Then our teams develop submittal and progress drawing sets and assign a design team to develop stamped certified drawings that are ready submit for permitting. After the schematic design (SD), design development (DD) and construction documentation (CD) phases, we move into our build phase. This includes fabrication of their scoreboards/video displays/control systems, site mobilization, physical and electrical installation of their system, and finally handoff to our world-renowned customer service team.	
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	The average school creates $10,000-$15,000 in sponsorship revenue. Schools that use Daktronics Sports Marketing (DSM) bring in $40,000-$50,000 in annual sponsorship revenue. DSM shall provide a dedicated team of experienced marketing professionals who will design a marketing plan and help manage sponsorship opportunities to generate revenue. Support package shall include: 1. Facility Analysis – An experienced marketing team, working through established and proven systems, shall review your existing sponsorship inventory and scout community businesses to assess your facility's revenue potential. 2. Sales Training and Consultation – Based upon no less than 10 years of experience in the field, the team shall create a marketing campaign for the school. 3. School staff shall be trained to secure sponsors through a sponsor prospectus, social media ads, and animated design concepts. 4. The provided Marketing Team shall secure the logos, digital ads, and other assets needed for sponsorship. 5. The Marketing Team shall provide a website, game scripts, and ideas for building lasting partnerships with vendors, sponsors, advertisers.	
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	Daktronics digital displays often serve as an instant message center to the public, showcasing: - IPAWS (Meteorological, Safety, Fire, Environmental, Transport) - AMBER Alerts These emergency alert systems are integrated with our Venus Control Suite. The desired level of involvement is selected by turning on alerts and selecting time and frequency. Then, when there's an alert in the area, it automatically runs on the display(s).	

Exceptions to Terms, Conditions, or Specifications Form

Item XIII. a.

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing.zip - Thursday March 02, 2023 09:48:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday March 02, 2023 11:35:34
- Marketing Plan/Samples - Table 7. Line Item 36. Sourcewell Flyer.pdf - Thursday March 02, 2023 10:05:31
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Table 9. Line Item 46. Warranty Documents.pdf - Wednesday March 01, 2023 21:07:12
- Standard Transaction Document Samples - Table 10. Line Item 55. Standard Transaction Document Sample.pdf - Wednesday March 01, 2023 21:09:42
- Upload Additional Document - Additional Documents.zip - Thursday March 02, 2023 09:53:22

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or a Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a crimina related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Coughlin, Sales Manager, Daktronics, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	☑	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	☑	1

DocuSign Envelope ID: 9D5787F3-0EB4-4BCC-BCD6-550D82D6D74D

AMENDMENT #1
TO
CONTRACT # 030223-DAK

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Daktronics, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Scoreboards, Digital Displays, and Video Boards with Related Services to Sourcewell and its Participating Entities, effective June 19, 2023, through May 25, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 8/16/2023 | 3:47 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 8/16/2023 | 3:53 PM CDT

Daktronics, Inc.

By: DocuSigned by: Tom Coughlin 36F9F2AF618D48E...
Tom Coughlin

Title: National Sales Manager

Date: 8/16/2023 | 2:52 PM CDT

Docusign Envelope ID: 58C4E0DD-B37B-4799-AC94-9D77F3BD4396

AMENDMENT #2
TO
CONTRACT # 030223-DAK

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Daktronics, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Scoreboards, Digital Displays, and Video Boards with Related Services to Sourcewell and its Participating Entities, effective June 19, 2023, through May 25, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Line item 2 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following: "Daktronics Installation, Inc. and Daktronics Canada, Inc."

2. Line item 41 in "Table 8: Value-Added Attributes" of the Proposal is modified by deleting the first sentence and replacing it with the following: "All standard catalog products are manufactured by Daktronics, Inc. or one of its wholly-owned subsidiaries. Catalog information is for reference only."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 9/13/2024 | 12:04 PM CDT

Daktronics, Inc.

By: DocuSigned by: Tom Coughlin 36F9F2AF618D48E...

Tom Coughlin, National Sales Manager

Date: 9/13/2024 | 11:52 AM CDT

Daktronics #030223-DAK

Pricing for contract #030223-DAK offers Sourcewell participating agencies a minimum 10% off list price. This discount is reflected in the current available price file.

CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for Vendor Recommendation for Field Upgrades & Maintenance

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Reginald Powell, Facilities Operations Manager

PRESENTER: Tanisha Boynton, Procurement Manager and Reginald Powell, Facilities Operations Manager

PURPOSE: Seeking approval to award ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services to Yellowstone Landscape Southeast, LLC

FACTS: Solicitation: On September 5, 2025, the City issued Invitation to Bid No. ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services. The solicitation was advertised on Bidnet and the City's website. The solicitation was broadcast to nine hundred and eighty-seven (987) vendors with bids due October 16, 2025. A total of five (5) responses were received. The Procurement Department conducted an internal review of each submittal. Yellowstone Landscape Southeast, LLC submitted the lowest responsive and responsible bid in response to this solicitation and its requirements. Yellowstone Landscape Southeast, LLC award amount shall be $281,380.00. The initial contract term shall be for one (1) year with four (4), one (1) year renewal options. **Recommendation:** Based on the foregoing, it is recommended that City

CITY COUNCIL AGENDA ITEM

Council approve the recommendation for award and authorize the issuance of a Purchase Order (PO) for an initial annual not to exceed amount of $281,380.00 to obtain parks, sports fields and trails landscape and maintenance services. The Director of Finance and City Manager is seeking authorization to make payment from GL 100-6210-521200, Professional Services funds.

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

RECOMMENDED ACTION: Approve Staff recommends approval of the recommendation to award and authorize the issuance of a Purchase Order (PO) to Yellowstone Landscape Southeast, LLC to obtain parks, sports fields and trails landscape and maintenance services for an initial annual not to exceed amount of $281,380.00.

ATTACHMENTS:

(1) Attachment 1 - ITB-0013-25 Solicitation Package (Final) and Broadcast Information
(2) Attachment 2 - Bid Tabulation Sheet and Procurement Department Internal Review Form
(3) Attachment 3 - Yellowstone Landscape Southeast, LLC - Bid Submittal
(4) Attachment 4 - Yellowstone Landscape Southeast, LLC - Agreement
(5) Attachment 5 - Click or tap here to enter text.

INVITATION TO BID
(CONTRACTED SERVICES)
(ITB)

ITB-0013-25

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES

SOLICITATION ISSUE DATE: Friday, September 5, 2025

BID'S DUE DATE and OPENING DATE:
Tuesday, October 7, 2025, by 3:00 P.M.

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

"Electronic" Submittals Must be uploaded to "Bidnet"
https://Bidnetdirect.com/georgia/cityofstonecrest

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038

TABLE OF CONTENT

TITLE	PAGE NO.
GENERAL INFORMATION	2
PROCUREMENT SCHEDULED AND EVENTS	3
SCOPE OF WORK	4
GENERAL TERMS AND CONDITIONS	18

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – BIDDER'S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
14. REFERENCES

Attachment B – Bid Cost Proposal Form (Bid Sheet)
Attachment C – Aerial Images and Location Maps
Attachment D – Sample Contract
Attachment E – Purchasing Policy

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses and are standard for Invitations to Bid (ITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecresga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is ***Monday, September 22, 2025 by 5:00 P.M.*** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal (Bid Sheet) attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.
- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.

PROCUREMENT SCHEDULE AND EVENTS

1. **PRE-BID MEETING**:
   There will be not be a Pre-Bid Meeting.

   It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:
   The City of Stonecrest uses Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:
   Electronic Bid Responses shall be submitted via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) in response to this solicitation**,** prior to the designated bids due date and time indicated in the solicitation, ***Tuesday, October 7, 2025* by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

4. ELECTRONIC BID OPENING:
   All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

   Get the app now and be ready when your first meeting starts https://www.microsoft.com/en-us/microsoft-teams/downloadapp.

   Microsoft Teams meeting
   Join on your computer, mobile app or room device

   Meeting ID: 233 399 311 031 9
   Passcode: 85Qi7Qz6

   Information on bid results and solicitations currently out to bid can be obtained on the City website: https://www.stonecrestga.gov/199/Procurement

SCOPE OF SERVICES

1. PURPOSE:
The City of Stonecrest is seeking bids from qualified and experienced bidders, (hereinafter referred to as "Contractor") to provide landscape and maintenance services at our City Parks, Sports fields, and Trails. Services shall be performed in accordance with the terms, conditions, and scope of services contained in this Invitation to Bid (ITB).

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

Prices offered on the Attachment "B" - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation.

2. BACKGROUND:
A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. The City provides municipal Parks and Recreation services.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:
The Director of Parks and Recreations is Kelly Ledbetter, he can be reached at kledbetter@stonecrestga.gov or (470) 442-3263. The designated Contract Administrator for this project is Reginald Powell, Facilities Operations Manager he can be reached at rpowell@stonecrestga.gov or (470) 464-3460.

4. GOVERNING REGULATIONS:
The Contractor shall provide services in compliance with all state, federal, city, and county regulations and guidelines.

5. PARK AND FACILITY LOCATIONS (**See Attachment "C" –** *Park's Maps*):
The Contractor shall provide landscaping and maintenance services at City parks, sports fields and trails. The approximate acreage of each park and facility has been provided below. The Contractor is responsible for measuring each field to determine appropriate prices for of the services requested herein.

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf (Approximately)
Browns Mill Park Complex	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	
Gregory Moseley Park	5600 Miller Grove Road	1 acre	1.0	1.0
Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
"Botanical Garden" at Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	Entrance only	
Everett Park	5106 Klondike Road	84.6 acres		

Panola Shoals	4432 Panola Road (Snapfinger)	Trailhead	10.5	
Miller Grove Park (Coming Soon)	2458 Panola Road	10.05 acres		

6. PESTICIDE/FERTILIZER/WEED/PEST CONTROL:
Pesticides applications shall be in compliance with state and federal regulations and guidelines including but not limited to; the Georgia Pesticide Use and Application Act of 1976 and the Georgia Pest Contract Act, as amended.

6.1 The Contractor shall ensure any and all pesticides are applied in accordance with its label instructions, which are federally approved by the Environmental Protection Agency (EPA) (www.epa.gov/pesticides).

6.2 The Contractor shall provide the Material Safety Data Sheets (MSDS) for all pesticide products to be used and received.

6.3 The Contractor shall receive prior written approval before application of pesticides.

6.4 The Contractor shall not use “Restricted” pesticides. Use of restricted pesticides.

6.5 The Contractor shall ensure pesticides are applied by employees that have current licenses and certification required to apply pesticides.

6.6 The Contractor shall maintain accurate records of all pesticide applications, including general-use and restricted-use products.

6.7 The Contractor shall maintain records of retention of any and all pesticide used during the term of this contract for an additional period of two (2) years from date contract ends.

6.8 The Contractor shall ensure all fertilizer and weed control chemicals are applied in accordance with the manufacturer instructions and are EPA approved products.

6.9 The Contractor shall practice care in protecting water quality in areas where pesticides, fertilizers and weed control chemicals are being used.

7. SERVICES TO BE PERFORMED:
The Contractor shall provide the pruning, edging, tree trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, irrigation installation, maintenance and repair services, provide pest identification and pest control services, sports turf/baseball fields landscaping and maintenance services including field lining/preparation, mulching, and debris pick-up.

7.1 Curbs, Sidewalks, etc.: are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulation of sand, gravel, leaves, etc. are to be removed with shovel and brooms if blowers provide unsatisfactory results.

7.2 Inspections:
The Contractor shall inspect the parks and fields for poison Ivey on a monthly basis and treat as necessary.

7.3 Edging:
During each occurrence;

7.3.1 Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed and remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, tress, walls, cement medians. Particular

attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

7.3.2 No "fish line" weed eaters are permitted to be used around trees or plant beds so as to prevent damage to the plant materials. In such instances, The Contractor shall remove weeds by hand and/or chemical application (Roundup or equal).

7.3.3 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.

7.3.4 Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.

7.3.5 Turfs will be edged by approximately eighteen (18) inches around all trees that are in lawn areas if directed by Contract Administrator / Designee. Turfs will be edged approximately ten (10) inches out from the drip line of shrubs and hedges (as applicable).

7.3.6 Chemical edging:
Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches.

7.4.7 The Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the City may replace the materials and deduct the cost from the Contractor's pay request.

7.4 Weeding:
Weeds are to be mowed, trimmed or edged from turf areas during each occurrence. Weeds are to be manually removed or chemically removed from shrubs, hedges, and ground cover of lower beds weekly. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

7.5 Pruning (Trees, Hedges, and Shrubs):
The Contractor shall performed pruning services regularly.

7.5.1 Shrub and Hedge Care:
Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by Contract Administrator/Designee.

7.5.2 Hedge Trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.

7.5.3 Shade Trees shall be pruned and trimmed in accordance with the National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species.

7.5.4 At least (2) two months before rainy season begins the trees shall be trimmed back, tree branches shall not block common areas, and tree branches shall be cut back away from powerlines (as applicable).

Pruning may also include the following items:

- To remove sucker growth and to maintain clear visibility.
- Dead, dying or unsightly parts of the tree.
- Branches, dead wood and cuttings shall be removed from job sites of pruning and disposed in an acceptable manner.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow towards the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem.
- Branches that have strong potential for damage by storms (preventative).
- Branches that have been damaged by storms (post storm event).
- Nuisance growth that interferes with view, walks, lighting or signage.
- Nuisance growth indicates potential conflict with people.
- No climbing spikes will be permitted. Pruning paint is prohibited. Sharp and proper pruning tools will remove portions of trees, including any sucker growth.
- No chemical treatment for sucker growth will be permitted.
- All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense.
- Do not use hedge shears for pruning.
- Machetes will not be permitted for any operations.
- All trimming and pruning debris are to be picked up and removed and properly disposed of on the day of each trimming.

7.6 Fertilization:

7.6.1 Grass/Sodd:

The fertilizer shall be a granular fertilizer with appropriate composition based on existing gas and sod types. Fertilizer shall contain both major and micronutrients, sulfur coated, time released and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of grass and sod. Sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract.

7.6.2 The Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season the City may request a fourth application of fertilizer to all contract areas if needed. If needed, use of a general fertilizer shall be used at no extra charge to the City. The Contractor shall notify the Contract Administrator / Designee when they plan to apply fertilizer.

7.6.3 Fertilizer shall be applied to all designated areas where trees, shrubs, and ground covers are placed. Fertilizer shall be commercial grade.

7.6.4 Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.

7.6.5 Trees shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer.

7.6.6 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

7.6.7 Chemical analysis sheets for all fertilizers to be applied shall be submitted to the City, prior to application, particularly tree, shrub, and ground cover fertilizer, along with recommended application rates as noted by the manufacturer.

7.6.8 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

7.6.9 All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.

7.7 Tree and Shrub Maintenance:

7.7.1 All plant and tree material are to be pruned in a manner to provide a neat natural appearance.

7.7.2 Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

7.7.3 Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

7.7.4 Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be trimmed to maintain desired shape and height.

7.7.5 Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible.

7.7.6 All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

7.7.7 The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

7.7.8 Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.

7.7.9 All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2” tall are to be removed by hand and disposed of. Weeds less than 2” tall are to be treated with legally approved post-emergence herbicides.

7.7.10 All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

7.7.11 The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate invoice prior to the removal of fallen tree(s).

7.8 Exterior Color:

7.8.1 Plants shall be watered as required to promote optimum growth. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.

7.8.2 The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.

7.8.3 It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

7.8.4 Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

7.8.5 Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

7.8.6 The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

7.8.7 Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

7.9 Ground Cover and Beds:

7.9.1 Open ground between plants shall be kept weed-free using mechanical or chemical methods.

7.9.2 All plant materials shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.

7.9.3 Ground covers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.

7.9.4 Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

7.9.5 Soil surfaces shall be racked smoothly and cultivated regularly.

7.9.6 Vines shall be trimmed neatly against supporting structures and kept within bounds.

7.9.7 Ground covers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

7.9.8 Sign faces and windows shall be kept clear of encroaching growth.

7.9.9 Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement.

7.10 Mulch:

The Contractor shall supply and apply mulch at designated areas on an as needed basis.

7.10.1 Mulch shall be a minimum of 3” of course organic mulch at all times over bare soil areas surrounding shrubs.

7.10.2 Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

7.10.3 Refresh Mulch:

7.10.3.1 The Contractor shall inspect each area during each service.

7.10.3.2 Every six (6) months top dress all mulched areas with l inch of mulch

7.10.3.3 Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.

7.10.3.4 Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.

7.10.3.5 Mulch shall be maintained around trees up to three (3) inches in order to maintain a depth of three inches at all times.

7.11 Litter and Debris Control:

The Contractor shall assist the City with clearing of litter and debris annually in preparation for weather events (strong winds, Storms, Emergencies, etc.) on an as needed basis.

7.11.1 Litter removal from turf areas and plant beds and designated areas shall be complete prior to each mowing operation in the same day.

7.11.2 Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites.

7.11.3 Tree limbs will also be removed.

7.11.4 Litter is to be removed entirely from the sites and disposed accordingly.

Failure to pick up debris will result in a $50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.

7.12 Blowing/Clearing:

The Contractor shall use a blower to clear all walkways, parking lots and curbs along common to ensure a neat, clean appearance after mowing.

7.13 Landscaping/Materials:

7.13.1 The Contractor shall notify the City of any damaged plant material that needs to be replaced.

7.13.2 Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractors expense.

7.13.3 The City shall approve any proposed new landscaping in advance of any work being completed.

7.13.4 Contractor shall perform installation at hourly rates provided.

7.14 Turf Maintenance:

The Contractor shall provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications. The Contractor shall ensure sports field maintenance schedule/program is developed and monitored by a Certified Sports Field Manager.

7.15 Seven Point Chemical Program:

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer
- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.

- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate

- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.

- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.

- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.

- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.

- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.

- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

7.16 Turf Fertilization & Weed Control:
The Contractor shall use well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

7.17 Aerating:

7.17.1 The Contractor shall perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.

7.17.2 The Contractor shall perform aeration when the turf is actively growing and not under stress.

7.17.3 Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).

7.17.4 Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.

7.17.5 Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

7.17.6 Top Dressing:
After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

7.17.7 Verti cutting:
The Contractor shall have the ability to provide de-thatch as needed within a comprehensive sport field maintenance schedule/program.

7.18 Baseball/Softball/Soccer Field Landscaping and Maintenance Services:
The Contractor shall perform the following but not limited to landscape and maintenance services;

7.18.1 Leveling:
Ensure all fields are leveled and regulation complaint.

7.18.2 Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

7.18.3 Blowout dugouts and pitching warmup lanes as needed during the season of typically active play.

7.18.4 Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with topsoil and cover with sand.

7.18.5 Sod cut and box scrape all lips to eliminate hazards.

7.18.6 Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall.

7.18.7 Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide conditioner.

7.18.8 Inspect and repair any fencing that is detached or curling.

7.18.9 Inspect dugout gate latches and doors weekly and make repairs as needed.

7.18.10 Perform other necessary services to maintain regulatory requirements.

Note: The City is in the process of obtaining services to bring our fields up to regulated standards. Once this work has been completed, the Contractor shall perform the necessary landscaping and maintenance services required to maintain regulatory standards.

7.19 Trail And Trailhead

The Contractor shall provide landscaping and maintenance services at City trails and trailhead(s) to ensure they remain clean, safe, and assessable greenspace to residents and visitors.

7.19.1 Emergency Debris Removal Services: The Contractor shall provide debris removal services at trails and trailhead(s) on an as needed basis.

7.19.2 Debris and Trash:

The Contractor shall remove and dispose of all debris and trash found along the trails and trailhead(s) on a weekly basis.

7.19.3 Disposal:

The Contractor shall dispose of all debris and trash in the dumpsters located at the designated area(s).

7.19.4 Reporting:

The Contractor shall immediately report any damage and safety concerns and unsafe conditions to the Contract Administrator / Designee.

7.19.5 Paved/Concrete Areas:

The Contractor shall perform edging and cleaning services weekly paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

7.19.6 Graffiti/Property Damage:

The Contractor shall immediately (same day discovered) report graffiti and property damage (signs, benches, tables, etc.) to the Contract Administrator / Designee.

7.20 Parking Lots:

The Contractor shall ensure parking lots and surrounding areas are always clean. Services shall include but are not limited to:

7.20.1 Inspection Services:

The Contractor shall perform inspection services at the designated parking lots and surrounding areas daily.

7.20.2 Debris and Trash:

The Contractor shall remove and dispose of all debris and trash in dumpster(s) located in the designated area(s).

7.20.3 Mulch:

The Contractor shall ensure mulch is replacement/refreshed at least once a year to maintain a neat appearance at designated parking lot islands.

Note: Additional replacement/refresh services may be requested on an as needed basis to maintain appearances after heavy rain or weather conditions.

7.20.4 Parking Lot Islands:

The Contractor shall provide landscape and maintenance services to all parking lot islands. The islands shall be kept weed free and mowed regularly to control overgrowth.

7.20.6 Trees and Shrubs:

The Contractor shall ensure all trees and shrubs are pruned and trimmed regularly to maintain a neat and clean appearance. Annual tree and shrub pruning and trimming shall occur every January.

7.20.7 Vegetation:

The Contractor shall ensure all vegetation is trimmed and cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

7.21 Irrigation System Services:

7.21.1 Initial Inspection:

Upon award of this contract and completion of an initial inspection of the existing irrigation system.

7.21.2 Estimate for Initial Repairs:

The Contractor shall provide a formal written estimate inclusive of additional cost for repairs and services needed to bring the system to acceptable working conditions to the City. Repairs shall be completed at the City's expense, if approved.

7.21.3 Maintenance and Repair:

7.21.3.1 After initial repairs are made, the Contractor shall provide maintenance and repair services to the existing irrigation systems at each location. The Contractor shall present repairs and maintenance requirements to the Contract Administrator / Designee

immediately and receive written approval prior to performing repairs.

7.21.3.2 The City shall agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

7.21.3.3 The Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week. Contract price shall include a system start-up and winterization.

7.21.3.4 Scheduled Inspections and Testing Services:
The Contractor shall perform regular inspects and testing services on existing irrigation systems. After each mowing and edging service, the irrigation system shall be inspected for damage. In May, July and September, the irrigation system will be checked, and spray patterns will be adjusted, and watering schedules modified as necessary to assure full coverage of the fields.

7.21.4 Winterization:
In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

7.21.5 Timers/Controllers:

7.21.5.1 The Contractor shall monitor timers and controllers to ensure they are functioning properly and ensure a cost savings to the City.

7.21.5.2 The Contractor shall make necessary programming adjustments to timers and controllers as needed. Adjustments shall be made in accordance to seasonal weather conditions. The Contractor shall make efforts to maximize water usage to minimize overflow onto sidewalks, driveways, streets, buildings, and common area with foot traffic.

7.22 Damages:
The Contractor shall notify the Contract Administrator / Designee of any damages caused by its employees/staff immediately. If Contractor employees/staff cause damage to the irrigation system, damages and/or kills flowers/shrubbery/trees by mowers, metal-blade edgers, trimmers or pesticide application, the Contractor shall be responsible for all repairs and replacements at no additional cost to the City. Repairs and replacements shall occur within forty-eight (48) hours of the date and time of incident.

7.23 Supplies:
The Contractor shall be responsible for all supplies including but not limited to; turf chemicals, cleaning solvents, and any other materials required to perform the service herein.

7.24 Other Services:

7.24.1 Spring Clean-Up:
The Contractor shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

7.24.2 Fall Clean-Up:
The Contractor shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

7.24.3 Additional Services:
The City reserves the right to add other locations and request additional services. The Contractor shall provide an itemized written cost proposal for the additional location and additional services.

7.25 Emergency Services:
During and after a public emergency, disaster, hurricane, flood, and acts of God, the City shall be given "First Priority" for all services under this contract. Contractor agrees to provide all services to the City during and after the emergency / disaster at the same terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.

7.26 Debris Removal Services:
During and after a public emergency, disaster, hurricane, flood, and acts of God, the Contractor may be required to provide assistance with debris and removal services on an as needed basis.

7.27 Field Supervisor:
The Contractor shall provide a field supervisor. The field supervisor shall have a minimum of three (3) years of experience as ground's maintenance supervisor.

7.28 Full Time Staff:
The Contractor shall provide one (1) full time employee/staff with a degree in turf management, agronomy, or related field management.

7.30 Horticultural Services:
The Contractor shall provide horticultural services. The employee/staff performing horticultural services must be certified.

8. CONTRACTOR RESPONSIBILITIES:
The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. **Please Note:** The Contractor will be responsible for $100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

8.1 The Contractor shall be responsible for any and all damage resulting from the improper use, damage, or caused by its employees/staff.

8.2 The Contractor must use effective project management practices while working on this project consisting of but not limited to; clear communication with the City and other parties involved in this project, management of time and resources, and documentation of all services performed.

8.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this agreement.

8.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work sites.

8.5 The Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.

8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

8.7 The Maintenance of Traffic (MOT) (if needed): The Contractor shall be in conformance with the applicable sections of the GDOT Section 150 – Traffic Control (as applicable).

8.8 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention.

8.9 The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this agreement.

8.10 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

8.11 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the area in which work is being performed.

8.12 The Contractor shall assess the conditions at this site, notify the Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

8.13 Reporting Dangerous Conditions / Situations: The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at the work sites.

9. MEETINGS:
The Contractor shall participate in regular meetings throughout the term of this agreement. The date, time and place of the meeting will be arranged by the Contract Administrator / Designee.

9.1 Initial Meeting:
An initial kick off meeting will be held between the Contractor, designated Person of Contact (POC) and Contract Administration / Designee.

9.2 At this meeting, the Contractor shall identify his/her designated POC, supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities.

9.3 The POC shall represent the Contractor, and communications given to the person of contact shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

10. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

11. WORK SCHEDULE:
Regular work Hours: 7:00 am to 5:00 pm, 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. Memorial Day, July 4th, Labor Day, etc.) and City observed holidays.

12. WEATHER:
12.1 If adverse weather conditions are affecting the Contractors' ability to perform the services herein, such incidents shall be documented and contain data substantiating that weather conditions were abnormal for the period of time.

12.2 The Contractor will be required to promptly notify the Contract Administrator / Designee in writing of any such delays. Any such notification received by the Contract Administrator / Designee less than 24 hours than regular schedule time to commence services will not be acceptable.

13. RESPONSE TIME:

The Contractor shall respond to e-mail/voice mail communication no less than twenty-four (24) hours from receipt of communication (e-mail/voice mail). The Contractor shall respond to requests for services within twenty-four (24) hours from receipt of request.

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

15. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:
The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from OSHA and the City.

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

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

18. CLEAN UP:
The Contractor shall ensure all debris and trash is removed and disposed of in an appropriate manner after completing each form of service herein by the end of each workday. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

19. WORK ACCEPTANCE:
19.1 Services to be performed under this agreement will be inspected by Contract Administrator / Designee. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

19.2 The Contract Administrator / Designee shall provide written notice of issues with services performed. Written notice shall be provided within a minimum of twenty-four (24) hours from which services were performed and considered completed.

20. INVOICING AND PAYMENT:
The Contractor shall submit a detailed "itemized" invoice. Invoices shall specify the location in which services performed, and type of services performed at the location. Billing price/rates shall be in accordance with Attachment "B" – Bid Cost Proposal Form (Bid Sheet).

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GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page ITB-2 of this solicitation package and on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Questions received after this time will not be answered.

    - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**).
    - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
    - **Bidder** shall verify in Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.

2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

    The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.

5. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report shall be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
    - Excellent - Far exceeds requirements.
    - Good - Exceeds requirements
    - Fair - Just meets requirements.
    - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contact.
    - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

    This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and

may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

6. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.

7. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.

8. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

   The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

   The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

   The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

   Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

9. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.

10. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

    "Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure."**

11. **CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee

working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

12. **CONTRACT ADMINISTRATOR:** The City may designate a Contract Administrator whose principal duties shall be:
    - Liaison with Proposer.
    - Coordinate and approve all work under the contract.
    - Resolve any disputes.
    - Assure consistency and quality of Proposer's performance.
    - Schedule and conduct Proposer performance evaluations and document findings.
    - Review and approve for payment all invoices for work performed or items delivered.

13. **CONTRACT PERIOD:** The City may renew the contract on an annual basis for a period not to exceed five (5) years, if deemed in the best interest of the City.

14. **DEBARRED OR SUSPENDED BIDDERS:** The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

    In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

15. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

16. **DRUG-FREE WORKPLACE:** Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

17. **DUN & BRADSTREET REPORT REQUIREMENT:** The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

    The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

19. **GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility

of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at its expense to the City.

20. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

21. INDEMNIFICATION: Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

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 Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor 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.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor 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 Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor 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 statue 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 Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section 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.

22. INCONSISTENCIES: Any seeming inconsistency between different provisions of the plans, specifications, bid or

contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page ITB-4 of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

23. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.

24. **INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.

25. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

26. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

27. **LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS.

28. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.

29. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.

30. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

31. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of,

or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City official or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

32. NON-CONFORMANCE TO CONTRACT CONDITIONS: The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

33. NON-DISCRIMINATION: It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor'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 withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

34. NOTICE: Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

35. OPEN RECORDS ACT:
The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

(a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA

shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

(b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

36. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

37. PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

38. PAYMENT: Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number***.

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not

approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

39. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page CITB-30 of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of performing the services requested herein, shall constitute an event of default.

40. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

41. PRICES: Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

42. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

  1. *Timeliness.*
     a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
     b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
     c. Untimely protests are invalid and shall be denied as such.

  2. *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following

information:

a. Identity and contact information of protestor;

b. Appropriate identification of the subject solicitation or award;

c. Detailed statement of the legal and factual grounds of the protest;

d. Documentation supporting the protest and/or allegations;

e. Statement of the specific relief requested; and

f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

3. *Submission of Protests.* All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.

4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

5. *Decision on Protest.* The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.

   a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

   b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

   c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

43. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in

determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

44. **REJECTION OF BIDS:** The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

45. **RESERVATION FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

46. **RIGHTS TO INVESTIGATE AND AUDIT:** OFFICE OF THE INSPECTOR GENERAL - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

47. **SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.

48. **SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract

with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.
Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth $100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

49. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS: It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

50. TAXES: The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City *unless an exemption is available to the Contractor or contractor,* nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

51. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

52. **WITHDRAWALS**: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

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SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:
The initial contract period shall start on the date provided in the executed contract. The term of this agreement shall be for an initial one (1) year period from the date of execution.

The Procurement Department shall issue a Purchase Order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

2. CONTRACT RENEWAL OPTION:
The City may renew the contract on an annual basis for a period not to exceed five (5) years, if deemed in the best interest of the City. Notification of intent to renew will be sent in advance of expiration date of this contract.

All prices, term, and conditions shall remain fixed for the initial three (3) year period of the contract, if renewed. If renewed for year four (4) and year five (5) the renewal terms allow for a request for an increase at the time of renewal based on vendor's cost increase not to exceed 3%. A written request must be submitted to the Procurement Official for review. Request for increase shall be approved by the City Manager. Any increase prior to renewal but no later than vendor's concurrence of renewal, accompanied by vendor's documentation to substantiate need for price increase. The vendor must follow the procedures described in Price Adjustment Clauses. No more than one price increase will be accepted during the renewal period.

3. BIDDER RESPONSIBILITY:
The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:
The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **three (3) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:
In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. ***Failure to be registered in with the State of Georgia and have an active business will result on a non-responsive and non-responsible determination.***

THE CONTRACTOR MUST POSSESS AN ACTIVE BUSINESS LICENSE IN THE STATE OF GEORGIA, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPOSIBLE TO THIS SOLICITATION. ***Failure to submit proof all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination.***

Required licenses and certifications shall consist of the following, but is not limited to:

State:

Copy of Active and Current Business License
Certificate of Good Standing
Certified Landscape Technician
Certified / Licensed Arborist
Certified / Licensed Horticultural Specialist
Certified / Licensed Pesticide Applicator
Certified/ License Pest Control

Certified / Licensed Sports Field Manager
Copy of Field Supervisor Resume
(**Must be registered as a Business in the State of Georgia**)

6. REQUIRED PERMITS AND FEES:
The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:
Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

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

Workers Compensation (WC): Required NO EXEMPTIONS

Commercial General Liability (CGL):

- Each Occurrence Limit $1,000,000
- Personal & Advertising Injury Limit $1,000,000
- General Aggregate Limit $2,000,000

Products/Completed Ops. Aggregate Limit $2,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:
Environmental Impairment Liability (with 1 year extended reporting period)

- Each Occurrence $1,000,000
- Aggregate $2,000,000

Umbrella Liability $2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.
For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

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

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. **The City shall be named as an *Additional Insured on all liability policies*, with the exception of Workers' Compensation.**
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:
City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov

ATTACHMENT "A"

BIDDER'S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder's submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

_____ Bidder's Certification Page signed and notarized

_____ All required forms completed, signed and notarized (as applicable)

_____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.

_____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ _____

NAME OF BUSINESS E-MAIL ADDRESS

BY: _____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT

_____

PRINTED NAME AND TITLE

_____

MAILING ADDRESS

_____

CITY, STATE, ZIP CODE

_____

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): _____

Address: _____

City: _____State: _____ Zip:_____

Telephone No._____ FAX No._____Email: _____

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

_____

_____

_____

_____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name **Title** **Telephone Number**

_____

_____

_____

_____

_____

_____ Date: _____
Authorized Signature / Name

_____ Federal Employer I.D. No. (FEIN): _____
Title

Dun and Bradstreet No.: _____

_____
Legal Business Name Website Address: _____

Principal Place of Business Address:_____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
___Other - Specify

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by _____the_____
(Authorized Officer or Agent Print) (Title)

of _____
(Name of Company)

_____ _____
SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____ E-mail Address: _____

Date: _____

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

_____

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: ___ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT 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 (No. 2).**

* 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:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ _____ **(SEAL)**

Notary Public Signature Commission Number

_____ _____

Notary Name, Printed, Typed or Stamped Commission Expires

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 _____ (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by _____ (Authorized Officer or Agent Print) the _____ (Title)
of _____ (Name of Company)

_____ _____
Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

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

Contractor(s) Name: _____

Address:_____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

_____ _____
E Verify ™ Company Identification Number Date of Authorization

BY: _____ _____
(Authorized Officer or Agent) Title

Date: _____

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ **(SEAL)**

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INDEMINIFICATION CLAUSE

Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

_____	_____	_____
Bidder's Name	Signature	Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

_____ _____
Bidder's Name Signature

_____ _____
Title Date

_____
Company/Firm Name

_____
Address

_____
Phone Number

_____
E-Mail Address

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

INSURANCE

BIDDERS **MUST** SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Landscape and Maintenance Services of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services.

* **NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

Location No. 1: Browns Mill Park Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	52	$	$
2	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
3	Tree and Shrub Maintenance	WK	52	$	$
4	Exterior Color: Plants	WK	52	$	$
5	Ground Cover and Beds	WK	52	$	$
6	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$	$
7	Seven Point Chemical Program	YR	1	$	$
8	Parking Lots	WK	52	$	$
9	Weed Control (4 times per month March through October)	EA	48	$	$
10	Weed Control (3 times per month November through February)	EA	12	$	$
11	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
12	Fertilization (3 times per year)	EA	3	$	$
13	Mulch Supply and Install (Once a year)	CY	30	$	$
14	Litter and Debris Pick-Up	YR	1	$	$
15	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$

15	Spring Clean-Up	EA	1	$	$
18	Fall Clean-Up	EA	1	$	$
19	Emergency Debris Removal Services	LS	1	$	$
20	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 2: Southeast Athletic Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
21	Edging	WK	52	$	$
22	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
23	Tree and Shrub Maintenance	WK	52	$	$
24	Exterior Color: Plants	WK	52	$	$
25	Ground Cover and Beds	WK	52	$	$
26	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$	$
27	Seven Point Chemical Program	YR	1	$	$
28	Parking Lots	WK	52	$	$
29	Weed Control (4 times per month March through October)	EA	48	$	$
30	Weed Control (3 times per month November through February)	EA	12	$	$
31	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
32	Fertilization (3 times per year)	EA	3	$	$
33	Mulch Supply and Install (Once a year)	CY	30	$	$
34	Litter and Debris Pick-Up	YR	1	$	$
35	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$

36	Spring Clean-Up	EA	1	$	$
37	Fall Clean-Up	EA	1	$	$
38	Emergency Debris Removal Services	LS	1	$	$
39	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 3: Salem Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
40	Edging	WK	52	$	$
41	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
42	Tree and Shrub Maintenance	WK	52	$	$
43	Exterior Color: Plants	WK	52	$	$
44	Ground Cover and Beds	WK	52	$	$
45	Trails and Trailheads	WK	52	$	$
46	Parking Lots	WK	52	$	$
47	Weed Control (4 times per month March through October)	EA	48	$	$
48	Weed Control (3 times per month November through February)	EA	12	$	$
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
50	Fertilization (3 times per year)	EA	3	$	$
51	Mulch Supply and Install (Once a year)	CY	30	$	$
52	Litter and Debris Pick-Up	YR	1	$	$
53	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
54	Spring Clean-Up	EA	1	$	$

55	Fall Clean-Up	EA	1	$	$
56	Emergency Debris Removal Services	LS	1	$	$
57	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 4: Gregory Moseley Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
58	Edging	WK	52	$	$
59	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
60	Tree and Shrub Maintenance	WK	52	$	$
61	Exterior Color: Plants	WK	52	$	$
62	Ground Cover and Beds	WK	52	$	$
63	Trails and Trailheads	WK	52	$	$
64	Parking Lots	WK	52	$	$
65	Weed Control (4 times per month March through October)	EA	48	$	$
66	Weed Control (3 times per month November through February)	EA	12	$	$
67	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
68	Fertilization (3 times per year)	EA	3	$	$
69	Mulch Supply and Install (Once a year)	CY	30	$	$
70	Litter and Debris Pick-Up	YR	1	$	$
71	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
72	Spring Clean-Up	EA	1	$	$

73	Fall Clean-Up	EA	1	$	$
74	Emergency Debris Removal Services	LS	1	$	$
75	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 5: Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
76	Edging	WK	52	$	$
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
78	Tree and Shrub Maintenance	WK	52	$	$
79	Exterior Color: Plants	WK	52	$	$
80	Ground Cover and Beds	WK	52	$	$
81	Trail and Trailheads	WK	52	$	$
82	Parking Lots	WK	52	$	$
83	Weed Control (4 times per month March through October)	EA	48	$	$
84	Weed Control (3 times per month November through February)	EA	12	$	$
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
86	Fertilization (3 times per year)	EA	3	$	$
87	Mulch Supply and Install (Once a year)	CY	30	$	$
88	Litter and Debris Pick-Up	YR	1	$	$
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
90	Spring Clean-Up	EA	1	$	$

91	Fall Clean-Up	EA	1	$	$
92	Emergency Debris Removal Services	LS	1	$	$
93	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
94	Edging	WK	52	$	$
95	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
96	Tree and Shrub Maintenance	WK	52	$	$
97	Exterior Color: Plants	WK	52	$	$
98	Ground Cover and Beds	WK	52	$	$
99	Trails and Trailheads	WK	52	$	$
100	Parking Lots	WK	52	$	$
101	Weed Control (4 times per month March through October)	EA	48	$	$
102	Weed Control (3 times per month November through February)	EA	12	$	$
103	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
104	Fertilization (3 times per year)	EA	3	$	$
105	Mulch Supply and Install (Once a year)	CY	30	$	$
106	Litter and Debris Pick-Up	YR	1	$	$
107	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
108	Spring Clean-Up	EA	1	$	$

109	Fall Clean-Up	EA	1	$	$
110	Emergency Debris Removal Services	LS	1	$	$
111	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 7: Everett Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
112	Edging	WK	52	$	$
113	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
114	Tree and Shrub Maintenance	WK	52	$	$
115	Exterior Color: Plants	WK	52	$	$
116	Ground Cover and Beds	WK	52	$	$
117	Trails and Trailheads	WK	52	$	$
118	Parking Lots	WK	52	$	$
119	Weed Control (4 times per month March through October)	EA	48	$	$
120	Weed Control (3 times per month November through February)	EA	12	$	$
121	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
122	Fertilization (3 times per year)	EA	3	$	$
123	Mulch Supply and Install (Once a year)	CY	30	$	$
124	Litter and Debris Pick-Up	YR	1	$	$
125	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
126	Spring Clean-Up	EA	1	$	$

127	Fall Clean-Up	EA	1	$	$
128	Emergency Debris Removal Services	LS	1	$	$
129	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 8: Panola Shoals					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
130	Edging	WK	52	$	$
131	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
132	Tree and Shrub Maintenance	WK	52	$	$
133	Exterior Color: Plants	WK	52	$	$
134	Ground Cover and Beds	WK	52	$	$
135	Trails and Trailheads	WK	52	$	$
136	Parking Lots	WK	52	$	$
137	Weed Control (4 times per month March through October)	EA	48	$	$
138	Weed Control (3 times per month November through February)	EA	12	$	$
139	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
140	Fertilization (3 times per year)	EA	3	$	$
141	Mulch Supply and Install (Once a year)	CY	30	$	$
142	Litter and Debris Pick-Up	YR	1	$	$
143	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
144	Spring Clean-Up	EA	1	$	$

145	Fall Clean-Up	EA	1	$	$
146	Emergency Debris Removal Services	LS	1	$	$
147	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
148	Edging	WK	52	$	$
149	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
150	Tree and Shrub Maintenance	WK	52	$	$
151	Exterior Color: Plants	WK	52	$	$
152	Ground Cover and Beds	WK	52	$	$
153	Trails and Trailheads	WK	52	$	$
154	Parking Lots	WK	52	$	$
155	Weed Control (4 times per month March through October)	EA	48	$	$
156	Weed Control (3 times per month November through February)	EA	12	$	$
157	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
158	Fertilization (3 times per year)	EA	3	$	$
159	Mulch Supply and Install (Once a year)	CY	30	$	$
160	Litter and Debris Pick-Up	YR	1	$	$
161	Irrigation Maintenance and Repair Services	YR	1	$	$
162	Spring Clean-Up	EA	1	$	$

163	Fall Clean-Up	EA	1	$	$
164	Emergency Debris Removal Services	LS	1	$	$
165	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	**$**
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	**$**
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	**$**
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	**$**
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS	**$**

ADDITIONAL SERVICES					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	1	$	$
2	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1	$	$
2	Tree and Shrub Maintenance	WK	1	$	$
4	Exterior Color: Plants	WK	1	$	$
5	Ground Cover and Beds	WK	1	$	$
6	Parking Lots	WK	1	$	$
7	Weed Control (4 times per month March through October)	EA	48	$	$
8	Weed Control (3 times per month November through February)	EA	12	$	$
9	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
10	Fertilization (3 times per year)	EA	3	$	$
11	Mulch Supply and Install (Once a year)	YR	1	$	$
12	Litter and Debris Pick-Up	YR	1	$	$
13	Spring Clean-Up	EA	1	$	$
14	Fall Clean-Up	EA	1	$	$
15	Arborist/Horticultural Services	EA	1	$	$

16	Irrigation Inspection, Maintenance and Repair Services	EA	1	$	$

Attachment “C”
Aerial Images and Locations

Browns Mill Park Complex



THE CITY OF STONECREST GEORGIA

Southeast Athletic Complex



THE CITY OF STONECREST GEORGIA

Salem Park

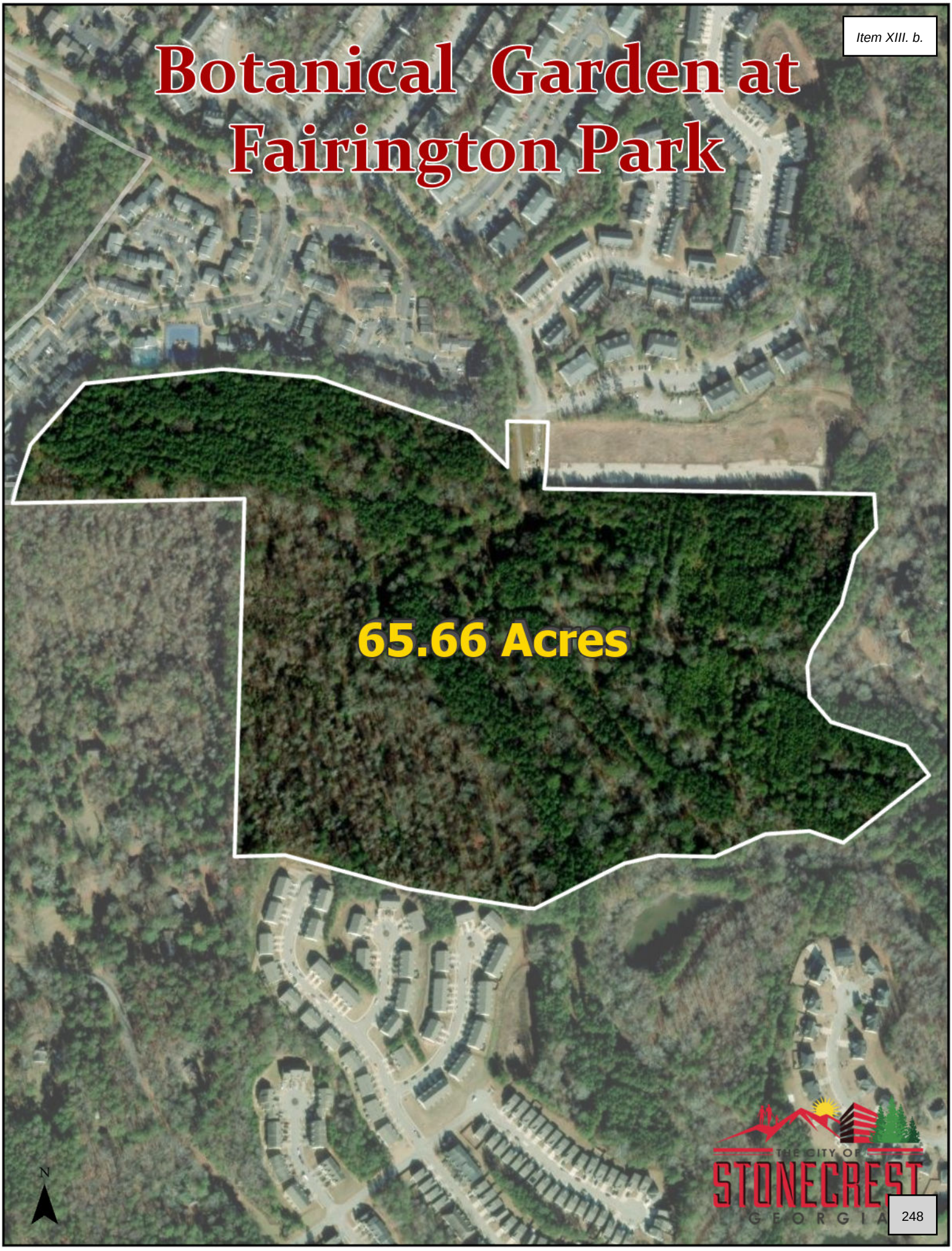


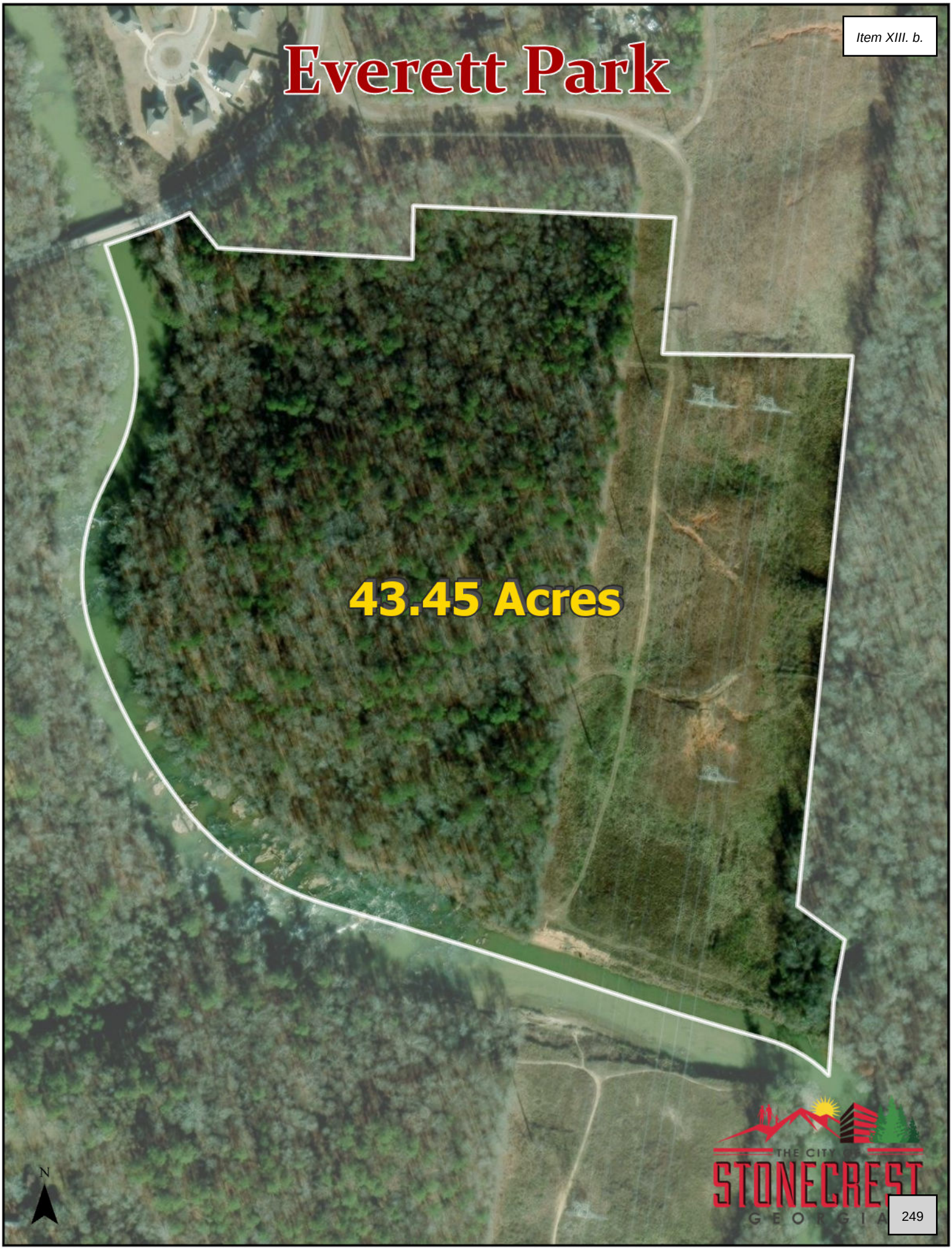
THE CITY OF STONECREST GEORGIA

Gregory Mosely Park

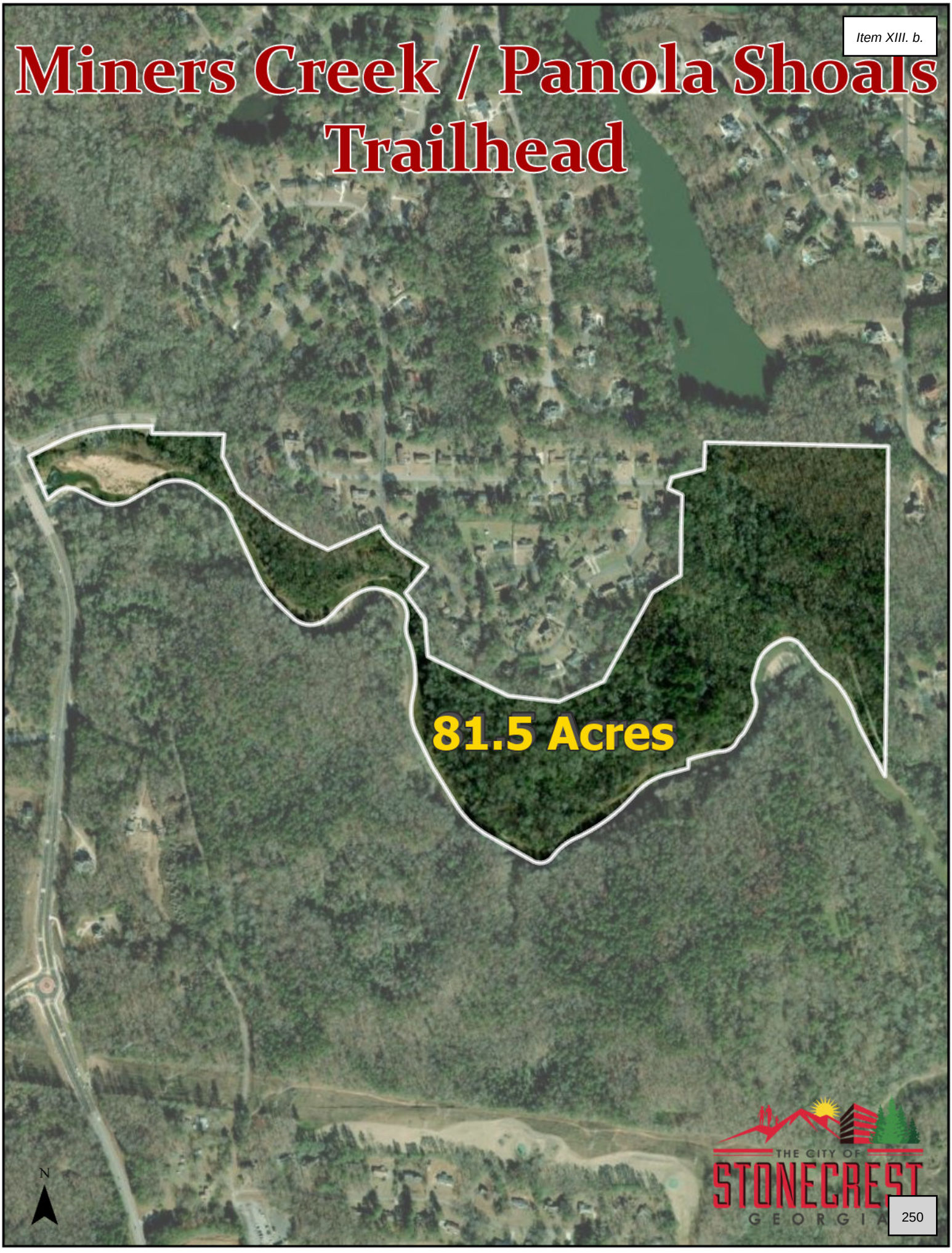



Fairington Park
14.45 Acres
N
THE CITY OF
STONECREST
GEORGIA


Botanical Garden at Fairington Park
65.66 Acres
N
THE CITY OF
STONECREST
GEORGIA


Everett Park
43.45 Acres
N
THE CITY OF
STONECREST
GEORGIA

Miners Creek / Panola Shoals Trailhead




Miller Grove Park
10.08 Acres
N
CITY OF
STONECREST
GEORGIA

PROFESSIONAL SERVICES AGREEMENT FOR PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES

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

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing landscape and maintenance services at City Parks, Sports Fields, Trails and Trailheads; and

WHEREAS, the City of Stonecrest sought bids from qualified firms for _____ ; and

WHEREAS, the City desires to engage _____, and _____ agrees to render certain _____ to the City pursuant to the terms and conditions set forth below.

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

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

2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2024. ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

SAMPLE

4. RELATIONSHIP OF THE PARTIES.

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

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

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

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

6. TERMINATION FOR DEFAULT.

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"

SAMPLE

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

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

SAMPLE

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

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

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

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

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

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

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

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

SAMPLE

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

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

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

(a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

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

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

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

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

SAMPLE

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

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

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With copies to:

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

If to the Contractor:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR EMAIL

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

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

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

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

SAMPLE

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

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

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

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

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):
Name (print):

DATE:

APPROVED AS TO FORM: _____
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

SAMPLE

Executed on behalf of:

CONTRACTOR,

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____
Title: _____

DATE: _____

SAMPLE

EXHIBIT A
SERVICES

SAMPLE

EXHIBIT B

COST PROPOSAL

(See Exhibit A)

SAMPLE

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

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

Workers Compensation (WC): Required NO EXEMPTIONS

Commercial General Liability (CGL):

- Each Occurrence Limit $1,000,000
- Personal & Advertising Injury Limit $1,000,000
- General Aggregate Limit $2,000,000

Products/Completed Ops. Aggregate Limit $2,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:
Environmental Impairment Liability (with 1 year extended reporting period)

- Each Occurrence $1,000,000
- Aggregate $2,000,000

Umbrella Liability $2,000,000

Policy must include coverage for Contractual Liability and Service Providers.
Professional Liability Insurance (Errors and Omissions):

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

Business Automobile Liability

SAMPLE

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

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).
The Service Provider and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Service Provider must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Service Provider who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Service Provider's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Service Provider has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Service Provider. The Service Provider is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Service Providers including but not limited to the construction industry.

SAMPLE

EXHIBIT D

DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____

_____, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

_____ _____ _____

BY: Authorized Officer or Agent Date
(Contractor Signature)

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SAMPLE

EXHIBIT E

PURCHASING POLICY ADDENDUM

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

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

_____
Date

SAMPLE

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name**:** _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

_____
Notary Public
My Commission Expires: _____

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

SAMPLE

PURCHASING POLICY OF THE CITY OF STONECREST, GEORGIA

LAST REVISED: 02.10.25, 03.10.25

TABLE OF CONTENTS

SECTION I – GENERAL PROVISIONS 4
(1) PURPOSE AND OBJECTIVE 4
(2) SCOPE OF POLICY 5
(3) DEFINITIONS 6
SECTION II – ETHICS IN PROCUREMENT 12
SECTION III – PROCUREMENT OFFICIAL 16
SECTION IV – PROCUREMENT PROCESS 18
SECTION V – PURCHASING THRESHOLDS 23
(1) PURCHASING THRESHOLDS MATRIX 23
(2) PURCHASING THRESHOLDS EXPLAINED 24
SECTION VI – COMPETITIVE PROCUREMENTS 26
(1) INFORMAL SOLICITATIONS 26
(2) FORMAL SOLICITATIONS 27
(3) Solicitations Requiring Public Notice in Georgia Procurement Registry (GPR) 38
SECTION VII – NON-COMPETITIVE PROCUREMENTS 38
SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING..... 44
SECTION IX – PREFERABLE GOODS AND SERVICES..... 44
(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA 45
(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES..... 46
SECTION X – PROTESTS, SUSPENSION, and DEBARMENT 49
SECTION XI – PROPERTY DISPOSAL 49
APPENDICES 51
APPENDIX A: Projects Using FAHP, GDOT, AND Federal Funding 55
APPENDIX B: SAMPLE REQUISITION FORM 58
APPENDIX C: SAMPLE SOLICITATION REQUEST FORM 60
APPENDIX D: SAMPLE SOLE/SINGLE SOURCE PROCUREMENT REQUEST AND JUSTIFICATION FORM 67
APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM 69
APPENDIX F: SAMPLE CITY/EMPLOYEE OFFICIAL CONFLICT OF INTEREST DECLARATION FORM 72
APPENDIX G: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM 74
APPENDIX H: SAMPLE DBE OGJECTIVES AND GOALS 76
APPENDIX I: EXAMPLE OF DBE GOALS..... 78
APPENDIX J: SAMPLE DBE GOOD FAITH EFFORTS FORM..... 79

<u>DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING:</u> THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.

SECTION I – GENERAL PROVISIONS

(1) PURPOSE AND OBJECTIVE

The purpose of this policy is to provide guidance to personnel engaged in the purchasing process throughout the City of Stonecrest. Officially publish the administrative rules governing the City's purchasing and procurement activities for acquisition and contracting of Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy is to ensure compliance with the State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.), Georgia Statutes, City Charter, City Procurement Code (*Reference Purchasing Policy, Procurement Processes and Procedures*), State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), and National Institute of Government Purchasing (NIGP) and the Institute for Supply Management (ISM) and applicable additional requirements when utilizing SPLOST, ARPA, Federal Grant Funds.

Additionally, this policy provides clarification on the duties, responsibility and authority of City Council, City Manager, Procurement Official and City staff participating in purchasing and procurement activities on the behalf of the City. This policy defines the Procurement Departments functions and outlines processes and procedure providing internal oversight, controls, and mechanisms needed to allow the City to meet the following goals:

A. Ensure that tax dollars are spent in the most transparent, economical and efficient manner;

B. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;

C. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;

D. Safeguard the quality and integrity of the City's procurement process;

E. Ensure compliance with state, local, and federal laws and regulations pertaining to procurement;

F. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;

G. Administer procurement contracts and contract amendments;

H. Properly dispose of all material and equipment declared to be surplus or obsolete; and

I. Maintain proper record keeping of all purchasing and procurement activities.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations,

reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

(2) SCOPE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq*.;

B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;

C. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;

D. Antiques and other unique assets of historical value, including restoration of these items;

E. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F) (Real Estate Acquisitions);

F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;

H. Dues, memberships, and board member fees;

I. Insurance procured through a negotiating process;

J. Legal services, litigation, experts and materials, and related legal expenses;

K. Items or services procured for resale or to generate a revenue;

L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;

M. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;

N. Subscriptions and dues established during the budget process;

O. Utilities;

P. Seized Property included in a court order authorizing disposal;

Q. Grant awards or agreements that require certain firms or individuals to perform the work;

R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

(3) DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.

B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.

C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.

D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.

E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.

F. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.

G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.

H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.

I. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

J. **CONSTRUCTION** means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.

K. **CONSTRUCTION SERVICES** means services rendered by an independent and licensed contractor having expertise in Construction.

L. **CONTRACT** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

M. **CONTRACT EXTENSION** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

N. **CONTRACT RENEWAL** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

O. **COOPERATIVE PURCHASE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

P. **EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.

Q. **EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

R. **EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.

S. **END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

T. **ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.

U. **GEORGIA PROCUREMENT REGISTRY** means the state's central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.

V. **GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.

W. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.

X. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).

Y. **INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does

not require a more formal Bid or proposal process.

Z. **INVITATION TO BID (ITB)** means a method used solicit competitive sealed bid responses based on price.. A contract/PO can be issued to the lowest responsive and responsible bidder. This method requires a well-defined scope of work/services, bid line items and additional relevant information is needed to ensure bidders have sufficient information to submit a final bid cost proposal in response to the solicitation.

AA. **LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

BB. **LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.

CC. **MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.

DD. **NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

EE. **OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.

FF. **ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.

GG. **PAYMENT TERMS** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.

HH. **PERFORMANCE BOND** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.

II. **PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

JJ. **PIGGYBACK PURCHASE** means using an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Suppliers must offer the

City the same prices, terms and conditions as that of the issuing entity.

KK. PRACTICAL means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

MM. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

NN. PROCUREMENT means the process of acquiring products, goods, and services by balancing and negotiating prices, resources, and time for business purposes. It involves strategic selection and purchasing to ensure the organization has the necessary resources to operate competitively and effectively. Procurement represents more strategic and less purely transactional process. Procurement involves strategic selection and purchasing of materials by finding the right suppliers, negotiating contracts, and assisting with managing relationships with stakeholders, Vendors and the community**.**

OO. PROCUREMENT OFFICIAL means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.

PP. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

QQ. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.

RR. PURCHASE ORDER means a document approved and issued by the Procurement Official or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.

SS. PURCHASING is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.

TT. REAL ESTATE means land and any improvements and appurtenances thereto.

UU. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or

usufruct in Real Estate by purchase or lease.

VV. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

WW. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.

XX. REQUESTOR means the employee entering a Purchase Requisition into Tyler or submitting a Purchase Requisition Request Package to the Procurement Department seeking authorization and assistance to procure good and/or services.

YY. REQUISITION means an internal document, provided by a department to the Procurement Official that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

ZZ. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

VV. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

WW. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.

XX. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.

YY. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.

ZZ. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given

Purchasing need of the City.

AAA. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

BBB. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

CCC. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

DDD. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

SECTION II – ETHICS IN PROCUREMENT

Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of

interest with regard to matters pertaining to that substantial interest. *See* Appendix C for Sample City Employee/Official Conflict of Interest Disclosure

4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.

5. The terms "immediate family" and "substantial interest" shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits*. It shall be unethical for any Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment, services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

   It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

   i. A "thing of value" shall not include:

      a. Any gift with a value less than ***$100.00***;
      b. Food or beverage consumed at a single meal or event;
      c. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
      d. Promotional items generally distributed to the general public or to public officers;
      e. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
      f. Educational events, materials, and meals as described in subparagraph (ii).

   ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity's facility or at any other

place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.

2. *Kickbacks and Rebates*. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

3. *Contract Clause*. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A "contingent fee" as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

D. Use of Confidential Information

It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. *Legal or disciplinary action by City Council*. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.

2. *Legal or disciplinary action by City Manager*. The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.

3. *Administrative penalties for Employees*. The City Manager may impose any one or more

of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

a) Oral or written warnings or reprimands.

b) Suspensions with or without pay for specified periods of time.

c) Termination of employment.

4. *Administrative penalties for outside contractors/Vendors*. The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

a) Written warnings or reprimands.

b) Termination of Contracts.

c) Debarment or suspension.

G. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See* Appendix D for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

SECTION III – PROCUREMENT OFFICIAL

The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement Official for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement Official under the direction and control of the City Manager.

A. Duties and Responsibilities

The Procurement Official shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, City of Stonecrest Code of Ordinances, and Georgia law, and federal when applicable.

2. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.

3. Manage and supervise purchasing staff.

4. Review and approve requisitions.

5. Review and approval solicitation drafts prior to release.

6. Control and supervise all City storerooms and warehouses.

7. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.

8. Recommend revisions to the Purchasing Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Purchasing Policy shall be subject to the approval of City Council.

9. Plan and implement processes for the ongoing protection of the City's interests.

10. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.

11. Maintain an inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the

Finance Director that include:

a) Titles of all formal solicitations and the method of source selections to be used.

b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.

c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.

d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.

e) Amendments or change orders authorized by the Procurement Official and the dollar amount and reason.

f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.

g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.

12. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.

13. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.

14. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.

15. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.

16. Create agenda items when solicitations, piggyback, cooperative purchases require the approval of City Council.

17. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.

18. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.

19. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.

20. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement Official, it is in the City's best interest to do so.

21. Reject any and all bids, when in the opinion of the Procurement Official it is in the City's best interest to do so.

22. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.

23. Make recommendations on Contract approval, rejection, Amendment, and cancellation.

24. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.

25. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

SECTION IV – PROCUREMENT PROCESSES AND PROCEDURES

The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.

To initiate a procurement process, the following initial steps must be taken:

1. *Determine Need*: The End User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefore, including a purchase requisition.

2. *Determine Funding*: The End User is responsible for ensuring funds are budgeted and made availability prior to initiating any purchases. The End User must provide the specific budget account numbers.

3. *Determine Specifications*: The End User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.

Note: All purchase requests must be submitted far enough in advance to allow the Procurement Official time to review the request, ensure sufficient information has been provided, ensure purchases and expenditures are authorized, and facilitate a proper procurement process.

Note: *Acceptance of Procured Item or Service*: End Users are responsible for advising the Procurement Department in writing when goods have been received and when services have been completed to their satisfaction. Invoices for payment must be signed and dated.

Note: Returns/Unsatisfactory Services: All returns must be initiated by the End User through the Procurement Department.

Note: Contract/Agreement Changes: The Procurement Official will review and process all Contract/Agreement Amendments, Modifications or cancellations. Such requests must be submitted to **Procurement@stonecrestga.gov.**

A. Small Purchases ***(Under $4,999.99)***: Requisitions/Purchase Orders are not required. However, End User's must attempt to obtain additional quotes (verbal, written) to obtain fair and reasonable pricing whenever possible. *Refer to Page 21-24*, for additional information.

1. Purchase Orders: Vendors may require a Purchase Order prior to providing goods and/or services. If so, the Requestor must complete a Purchase Requisition Request Form and provide supporting documentation (if available quote, price list, etc.). The request must be submitted to the Procurement Department at **Procurement@stonecrestga.gov** for review and processing.

2. End User may create a Purchase Requisition in Tyler as a "Requestor". The Purchase Requisition should include quotes/price list whenever available. Purchase Requisitions will be reviewed and approved by the department director and Procurement. Upon completion of the review and approval process, a Purchase Order will be issued. *Refer to Page 21-24 for additional information*. **Upon completion of Procurement Training departments will submit purchase requisitions into Tyler.

3. Invoices: A Purchase Requisition is created, reviewed and approved to generate a Purchase Order to encumber funds and process payments. End Users may create a Purchase Requisition to generate Purchase Order and encumber funds which will be used to make payment to Vendors. Invoices process through the Procurement Department must be signed and dated. Please submit such request to **Payable@stonecrestga.gov**.

B. Purchase Requisition & Purchase Orders (***$5,000.00 – 49,999.99***):
A Purchase Requisition is required to initiate the procurement process. A Requisition is a request to purchase Goods, Capital Assets, obtain Services, Construction Services or Professional Services. End Users must complete and submit a Purchase Requisition Package to **Procurement@stonecrestga.gov** for review and processing. *See* Appendix C for sample Purchase Requisition Request Form.

1. Purchase Requisition Package must contain the following information and supporting documentation:

   - ✓ Requestor's / End User's information – name and contact information of the department/division, department director information and signature and Employee preparing the purchase Requisition.
   - ✓ Date request submitted to Procurement.
   - ✓ Need by date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
   - ✓ Complete description of items being purchased or scope of work/services to be provided or performed, technical specifications of goods or services. This information should be provided in the quote/proposal/estimate provided by the Vendor.
   - ✓ Quantity(ies).
   - ✓ Total or Estimated cost.
   - ✓ Delivery destination (address).
   - ✓ Complete budget account number to be encumbered.
   - ✓ Vendor Name and Vendor Registration ID No. If the Vendor is not registered as a Vendor with the City, please contact Procurement for assistance.
   - ✓ Previous purchase information, quotation, or contract (if known).
   - ✓ Names and contact information of Known or suggested Vendor(s).
   - ✓ Additional supporting documentation (Approved Emergency, Sole/Single Source Justification Forms, Certificates of Insurance as applicable, etc.)

NOTE: Obtain all required approvals prior to submitting a request to the Procurement Department. *Refer to Page 21-24*

C. Purchase Orders (PO's):

Purchase Order's (PO's) are generated in Tyler upon the completion of the purchase requisition review and approval process. Refer to Page 21-24.

1. Purchase Requisition Entered by the Procurement Department:

   - ✓ The End User will complete and submit a Purchase Requisition Request Package to Procurement@stonecrestga.gov.

- ✓ A Purchase Requisition will be created by the Procurement Department. All required supporting documentation will be attached.
- ✓ The Purchase Requisition will be submitted for review and approval. Refer to Page 21-24
- ✓ Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
- ✓ The End User will receive an e-mail containing a copy of the PO.
- ✓ The End User will provide a copy of the PO prior to requesting or receiving any goods or services.
- ✓ The Vendor MUST reference the PO No. on the invoice.
- ✓ The End User must ensure the PO No. is referenced on the invoice prior to submitting for processing of payment.

2. Purchase Requisitions Entered by End Users (Requestor):
   - ✓ Purchase Requisition: Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
   - ✓ The Requestor will receive an e-mail containing a copy of the PO.
   - ✓ The Requestor will provide a copy of the PO prior to requesting or receiving any goods or services.
   - ✓ The Vendor MUST reference the PO No. on the invoice.
   - ✓ The Requestor must ensure the PO No. is referenced on the invoice prior to submittal for processing of payment.

3. PO Change Orders: Change orders are permissible when there is a need to correct budgetary information, correct account distribution information, quantity(ies), addition/deletion of line items, change in description and unit price. The Procurement Official will review all requests for change orders. Change orders cannot be used to circumvent the procurement process and the original scope of work/services cannot substantially change the Contract/Agreement/PO. Change orders may be necessary to address unforeseen circumstances (as applicable).

- ✓ **Note:** If there is a change to the quoted price, a change order will be required. If the change order is more than ***$49,999*** and not associated with an existing contract (City Contract/Agreement, piggyback, co-operative), additional information and additional approval is required and must follow the established purchasing thresholds. *Refer to Page*

22-23, Section V.

D. Contracts: All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.

1. Contracts/Agreements < ***$50,000.00***: Require the approval of the Department Director, Procurement Official, City Attorney, and City Manager. The Procurement Official will obtain the required approvals and facilitate the contract execution process.

2. Contracts/Agreements > ***than $50,000.01*** Require the approval and signature of the Department Director, Finance Director, Procurement Official, City Manager, City Attorney, and Mayor with City Council approval.

3. If a City Contract/Agreement is required and appropriate upon the completion of a procurement process, the Procurement Official with the assistance of Procurement staff will draft the Contract, obtain required approvals and complete the execution process within both the City Manager and City Council award authorities.

4. If a City Contract/Agreement is required and appropriate and requires the City Council and Mayor's approval, the Procurement Official will work with the End User to create and submit an agenda item for the next most feasible City Council meeting.

5. If a Vendor Contract/Agreement is required and appropriate, the Procurement Official will review the Contract/Agreement for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation.

6. The Procurement Official will route Contracts/Agreements to Legal for review and approval.

7. Upon receipt of Legal approval, the Procurement Official will secure all approvals prior to execution of a Contract/Agreement.

8. The Procurement Department will provide a copy of the executed contract to the Vendor and End User.

9. BidNet Contract Management System is utilized to store and monitor City contracts. Contract renewal alerts are sent to the responsible parties for review and processing. Contracts are uploaded to the Vendor's Registration in Tyler. However, upon activation of the Contract Module in Tyler, all contracts will be added and monitored through Tyler in addition to the services provided through Bid Net.

10. City contract terms are One (1) year with Four *(4) One (1) year renewal option for a total possible term of five (5) years, when applicable.

    - ✓ Vendor Performance Evaluations are to be performed annually prior to renewing a Contract/Agreement. End User's (Assigned Project Manager)

will complete the Vendor Performance Evaluation Form.

- ✓ Vendor Evaluations will be uploaded to Tyler and Bidnet.

11. Contract/Agreement Termination for Unsatisfactory Performance Process: Contracts may be terminated for convenience and cause due to failure to meet/perform the obligations in accordance with the Contract/Agreement. Except where public health and safety are at risk, the work or services will be halted. The Contract/Agreement may be terminated immediately if in the best interest of the City.

    - Unsatisfactory Performance: Requires a Vendor Performance Evaluation form to be completed. End User (Assigned Project Manager/Management) must submit the completed form to the Procurement Department with supporting documentation.

        1. A meeting will be held to discuss concerns with the Vendor. A Verbal Warning will be given with a 30-day timeframe to remediate and take corrective action(s).

        2. A second meeting will be held to discuss concerns with the Vendor in reference to failure to remediate and take corrective action(s). A written warning will be given with a 30-day or less timeframe to remediate and take corrective action(s).

        3. A third meeting will be held to discuss termination of Contract/Agreement consistent with the terms and conditions of the executed contract.

        4. If a performance and payment bond is in place, the City will follow appropriate steps and work with surety company to address alternative options as needed and required by the State Purchasing Act.

12. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered.

13. The Procurement Official will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price.

14. If a quoted price of the change order is more than ***$50,000.00***, it shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement Official cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

E. Retainage:
Retainage - Public Projects/Public Works: The Georgia retainage laws governing public works

projects is found under GA Code §13-10-80. These rules apply to almost every type of public construction project in Georgia. The only exceptions being projects contracted by the Department of Transportation or contracts whose value or duration is less than ***$150,000*** or 45 days. Any other construction project funded by a Georgia state or local government is subject to these provisions.

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and

A. Retainage to a maximum of 5 percent of each progress payment. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

B. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor.

   - If at that time there are any remaining incomplete items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.

C. The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

D. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.

F. Deposits/Partial Payment Requests:
Deposits (Partial Payments) are permissible when this is a standard requirement of the Vendor to obtain goods and services. (Examples: Advertisement, Branding, Entertainment). Refer to Travel Policy for travel-related purchases and expenses.

SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments. **In accordance with the City Code of Ordinances and Resolution No. (*effective 2/10/25*)**

(1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Purchase Requisition & Internal Request Forms Required Approvals	Award Authority	Amendments/ Change Orders
≤ $4,999.99	Requisition/Purchase Order necessary, unless requested by Vendor, paid with P-Card and payment to be made upon receipt of invoice.	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	Increases greater than **$50,000** (excluding any contingency) require additional Requisition and approval from all necessary parties
$5,000 - $9,999.99	Three verbal quotes - Requisition, Purchase Order , and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
$10,000 - $49,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager 5. City Attorney (contracts/agreements)	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
$50,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager (contracts/agreements) City Attorney (contracts/agreements)	1. City Manager 2. City Attorney (contracts/agreements) 3. City Council 4. Mayor	

Note: Purchase Requisitions & Internal Request Forms REQUIRED approvals requires written approval on all applicable forms. If a requisition is submitted in Tyler, the review and approval process will follow as indicated as applicable.

* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. *See* Section VII (Noncompetitive Procurements). Piggyback Purchases exceeding the City Manager award authority will require City Council approval. Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII.

**City Council: Expenditures which exceed the original award amount and available annual budget requires City Council approval.

**Communications/IT Purchases: COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR

(2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement Official may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

A. Small Purchases ("Discretionary Purchases"): Purchases made up to ***$4,999.99*** are considered "Discretionary Purchases". Within this threshold amount, End Users can obtain at least one quote/estimate/proposal written or verbal to obtain goods and services. End Users must attempt to obtain fair and reasonable pricing whenever possible. Verbal quotes/estimates/proposals are acceptable. However, if a quote/estimate/proposal is available and offered, please obtain one.

- ✓ A purchase requisition is not required unless the Vendor requires a PO or payment is made with a Purchasing Card (P-Card). If a PO is required, Please refer to Purchase Requisitions Form for additional information.
- ✓ Required Approval: Department Director. Failure to obtain prior approval will require written justification signed by the Department Director.
- ✓ If a Vendor Contract/Agreement is involved, submit a copy with supporting documentation to the Procurement Department for review and processing prior to requesting or obtaining goods and/or services.
  - o DO NOT SIGN Contracts/Agreements. The City Manager and Mayor are the only ones authorized to sign.
  - o All Contracts/Agreements must be reviewed and approved by the City Attorney

B. Purchases from ***$5000 - $9,999.99***: A Purchase Requisition is required within this purchasing threshold. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals are required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - o The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - o If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the

Procurement Department for review and approval unless the Requestor submits a Purchase Requisition in Tyler for review and approval.

- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official. Failure to obtain prior approval will require written justification signed by the Department Director.

C. Purchases from ***$10,000 - $49,999.99***: A Purchase Requisition is required within this purchasing threshold amount. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals is required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the Procurement Department for review and approval unless a Purchase Requisition is submitted in Tyler for review and approval.
- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official, and City Manager. Failure to obtain prior approval will require written justification signed by the Department Director.

D. Purchases from ***$50,000.00 and greater***: A Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. Upon completion of the procurement and award process, a Purchase Requisition may be created and a Purchase Order may be issued when applicable or a Contract/Agreement may be executed *See* Formal Solicitations.; Section VI (2).

- ✓ Required Approvals: Department Director, Procurement Official, Finance Director, City Manager, and City Council must approve the purchase.

- ✓ If a Contract/Agreement is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor or City Manager.

- ✓ If procuring through non-competitive methods, please refer to the applicable section herein.

E. Purchase Orders to Pay Invoices: A Purchase Requisition and the issuance of a Purchase Order (PO) is required to process payments to Vendors and to encumber the department's funds, except when payment is made with a Purchase Card (P-Card). All invoices must be e-mailed to **Payables@stonecrestga.gov** for processing. End Users Invoices must signed, dated and included the required supporting documentation (original quote/estimate, additional quote/estimate, copy of Contract / Agreement packing slip/receipt, etc. as applicable).

F. *State/Federal Grants or Funds.* Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See* Projects Using Federal Aid Highway Program (FAHP), GDOT Funding, Section VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

SECTION VI – COMPETITIVE PROCUREMENTS PROCESS

(1) INFORMAL SOLICITATIONS

Requests for informal quotes, bids, and proposals are Informal Solicitations ("IS) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all Purchases from ***$10,000 - $49,999.99*****,** unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided in this policy and procedures: If procuring through non-competitive methods, please refer to the applicable section herein.

To initiate an Informal Solicitation the End User must complete the following:

A Purchase Requisition Package and submit it to the Procurement Department at **Procurement@stonecrestga.gov** for review, approval and processing.

1. The Purchase Requisition Package must include the following:

2. For Goods: General specifications, technical specifications.

3. For Services: A detailed Scope of work/services to be performed.

4. Cost estimate, with an itemized price list, if known

Note: The Procurement Official may determine a formal solicitation is needed.

5. A list of Vendors to be contacted, as applicable.

A. *Public Notice.* The Procurement Official shall, at a minimum, post a copy of the IS on the City's website, and provide any additional public advertisement if required by law, as required by the State of Georgia and as amended.

B. Procurement Official and End User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Procurement Official shall determine which quote, bid, or proposal best serves the City's interests. A certificate of Insurance will be requested, as required by the State of Georgia requirements, as required by the State of Georgia and as amended.

1. Tie informal quotes/bids shall be handled in the same way as tie formal bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
2. The IS requires multiple Goods or Services;
3. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
4. A price comparison can be made between the Goods or Services; AND
5. An acquisition, delivery, and other requirements can be reasonably administered.

(2) FORMAL SOLICITATIONS

Purchases from ***$50,000 and greater*** a Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. The Solicitation Request Package must be submitted to **Procurement@stonecrestga.gov** for review, approval and processing.

The Procurement Official shall determine the best procurement method appropriate based on the type of goods and services being solicited and information provided by the End User.

Note: A Bid/ Proposal Bond or Performance Bond may be required as a part of the solicitation requirements.

A. Invitation To Bids (ITB)

Invitation To Bids (ITB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

A PO or Contract/Agreement will be awarded to the lowest responsive and responsible bidder meeting the requirements of the solicitation.

The process to initiate and complete an ITB is outlined below:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.

3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.

4. The End User will review the solicitation draft, provide suggested revisions if needed, complete and return the Solicitation Review form to the Procurement Department for review.

5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.

6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.

7. A calendar invite will be sent to the End User so they may attend the bid opening meeting (in-person/virtually via Microsoft Teams)

8. *Public Notice:* The Procurement Official shall advertise the ITB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the ITB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Procurement Official.

9. *Correction/Withdrawal of Bids:* Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the Procurement Official. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB.

10. *Addendums:* Changes/Modifications to the original solicitation, supporting documents, including changes to the pre-bid/pre-submittal/pre-proposal and site-visit meetings, bids due date, time and location will be addressed by posting an addendum.

11. *Bid Openings (Opening of Sealed Bids):* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A.§ 50-18-70 *et seq*.

    - ✓ Bids must be submitted electronically via BidNet (www.bidnet.com).
    - ✓ Paper submittals will not be accepted.

- ✓ Bid submittals are due on or before 3:00pm of the scheduled bids due date.

- ✓ BidNet does not accept late bid submittals after the due date and time has elapsed.

- ✓ Bids shall be opened in the presence of the Procurement Official or the designee. Other City staff may assist in this process as needed to serve as an additional witness at the time and place designated in the Invitation for Bids.

    - o A calendar invite will be sent to the End User.

- ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Opening of sealed bids will be open to the public (virtually or in-person) providing transparency in the procurement process.

- ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Opening of sealed bids will be open to the public (virtually or in-person).

- ✓ Bid Tabulation Sheet: The Bid Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.

    - o All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.

- ✓ Procurement will create and release a corrected Bid Tabulation Sheet as needed to correct errors made by Bidders.

12. *Evaluation of Bids:* Bids will be evaluated based on the qualification factors set forth in the ITB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose), vendor performance evaluation, lowest price, responsiveness and bidders' ability to show responsibility in providing goods and services. Bidders must be deemed responsive and responsible to the requirements provided in the ITB, to be considered.

    - ✓ Upon completion of the internal vetting process, the lowest responsive and responsible bidder bid package will be provided to the End User for review.

The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

13. *Contracts:* Upon completion of the solicitation and internal review process, the awarded bidder will receive a Purchase Order when it is feasible to do so as the Contract document. Awarded vendors providing professional services may receive a Contract. If a Contract is required, a Purchase Order will be issued to obtain goods and services as applicable and to process payments. Exceptions to the City standard Contracts will require review and approval by the City Attorney. The Procurement Official will prepare and process all contracts. If the bid response exceeding the City Managers award authority of ***$50,000.00***, a recommendation for award will be presented to the City Council for review and approval.

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.

- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

  Agenda Items shall include the following:
  - ✓ Cover Memo;
  - ✓ Copy of the Final Solicitation Package;
  - ✓ Copy Internal Procurement Vetting Form;
  - ✓ Copy of the Notified Vendors List;
  - ✓ Copy of the Bid Tabulation Sheet;
  - ✓ Lowest Responsive and Responsible Bidder Submittal; and
  - ✓ Contract/Agreement if appropriate.

14. Upon the award of bid, User amends Requisition and Procurement Official shall prepare a Purchase Order or Contract, if appropriate.

- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.

- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.

- ✓ If a Purchase Order is appropriate, a requisition will be created and

submitted to the appropriate approvers for approval. Supporting documentation consisting of the final solicitation, awarded bidders submittal, approved resolution and bid cost proposal, and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

- ✓ Contract expenditure will be monitored in Tyler. Contract expiration dates will be monitored via Bidnet and Tyler when contracts have been added to the system.

15. *Multiple Awards:* When feasible, bids may be awarded to multiple vendors (i.e. landscape services, goods such as OEM Parts). the City reserves the right to identify multiple source of supply for the same desired goods and/or services. Multiple awards should on be made when it is not possible or practical to make a competitive low bid award in the multiple award scenario, each supplier has equal standing and the state entity may choose amongst the awarded suppliers as permitted by the solicitation.

    - ✓ Award to multiple Contractor's is made for the convenience of the City and does not exempt the Primary Contractor, or any of the other awarded Contractor's from fulfilling their contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Contractor being deemed in breach of contract.

16. *Split/Partial Awards:* When feasible, split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.

    - ✓ In the *split award scenario*, the solicitation has been divided into two or more parts and each part will be awarded to the best ranked supplier for that particular part. In a split award scenario, more than one supplier may receive a contract award; however, there is no overlap of contract awards. For example, an RFQ may identify multiple products that may be purchased from separate sources or an RFP may identify several different locations or facilities to be serviced separately. A split award is more likely to occur on a multi-line RFQ than with an RFP.

    - ✓ For an RFQ, each line item is awarded to the responsive and responsible supplier who had the lowest price for that particular line item and is clearly capable of performing and has reached agreement with the City as to contract terms. For an RFP, each part of the solicitation must be awarded to the supplier with the highest total score and with whom the state entity has reached agreement as to contract terms. Making a split award may or may not be the most economical solution for the state as there are costs associated in managing more than one contract. Ordinarily, split awards will not be made unless the saving to the state entity ***exceeds***

5% of the total contract price or ***$500.00, whichever is greater***. However, the Procurement Official may make a split award even if those thresholds are not met, however the Procurement Official rationale should be documented.

17. *Primary/Secondary Awards:* In the *primary/secondary award scenario*, the state entity is identifying the primary source of supply for a particular contract and/or line item but is also designating a secondary (or "back up") source of supply for that same contract/line item. There are limited situations in which primary/secondary awards should be made as the state entity should reserve this award for a scenario in which backup sources of supply are expected to be needed on a continual basis. In the primary/secondary award scenario, the suppliers do not have equal standing. The state entity must attempt to use the primary supplier first and may only use the secondary (backup) supplier once certain conditions in the solicitation have been met.

- ✓ The City will award the contract to the three (3) lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation.

- ✓ While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder as the Primary Contractor; and will award this contract to the designated second lowest Bidder as the Secondary Contractor respectively. The City may also make an award to the third lowest Bidder as the Tertiary Contractor.

- ✓ The Primary Contractor shall have the first opportunity and responsibility to perform the services described in this Solicitation. If the Primary Contractor is unable or unavailable to respond in the time required by the City, the City shall have the right to request services from the Secondary Contractor. If the Secondary Contractor is unable to respond in the time required by the City, the City shall have the right to request service from the Tertiary Contractor.

- ✓ The City reserves the right to terminate any awarded Vendor/Contractor from the contract for poor service delivery or failure to perform or respond to service requests, at the City's sole discretion. Awarded Contractor's may also be terminated from the contract for engaging in any action that brings the City's name and/or image into ill-repute.

18. *Tie Bids:* In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

    (i) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See* Section IX (1).

(ii) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Section IX (2).

(iii) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.

(iv) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement Official or the designee of the Procurement Official. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.

(v) If all of the procedures above do not result in an award, then, the Procurement Official or the designee of the Procurement Official in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

B. Request for Proposals (RFP)

When the Procurement Official determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

To initiate and complete an RFP procurement process the following outline as follows:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.

3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.

4. The End User will review the solicitation draft, provide suggested revisions if needed,

complete and return the Solicitation Review form to the Procurement Department for review.

5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.

6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.

7. A calendar invite will be sent to the End User so they may attend the proposal opening meeting (in-person/virtually via Microsoft Teams)

8. *Public Notice:* The Procurement Official shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D). In such event, the requirement for public notice may be reduced by the Procurement Official.

9. *Correction or Withdrawal of Proposals:* Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

10. *Proposal Opening (Opening Sealed Proposals):*
    - ✓ Proposal must be submitted electronically via BidNet (www.bidnet.com).
    - ✓ Paper submittals will not be accepted.
    - ✓ Proposals submittals are due on or before 3:00pm of the scheduled proposal due date.
    - ✓ BidNet does not accept late submittals after the due date and time has elapsed.
    - ✓ Submittals shall be opened in the presence of the Procurement Official or designee. Other City staff may assist in this process as needed to services as an additional witness at the time and place designated in the RFP.
        - o A Calendar Invite will be sent to the End User.
    - ✓ Opening of proposals will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposals openings will be open to the public (virtually or in-person) providing transparency in the procurement process.

- ✓ The meeting will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposal Tabulation Sheet: The Proposal Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.

    - Only the Proposers Name will be provided. Pricing will be provided upon completion of the evaluation process.

- ✓ Procurement will create and release a corrected Proposal Tabulation Sheet as needed.

11. *Evaluation of Proposals:* The Procurement Official and Procurement staff will review proposals to ensure they meet the requirements specified in the solicitation and proposals address the criteria listed therein. Proposals that meet the requirements will be deemed Responsible and Responsive to the solicitation and its requirements.

    - ✓ The Procurement Department will review all proposals to ensure it meets the requirements of the solicitation.

    - ✓ If a proposal does not meet the requirements of the solicitation, the proposer will be deemed non-responsive and non-responsible to the solicitation and its requirement and will move forward in the procurement process.

        - The Procurement Department will provide a written explanation of the non-responsive and non-responsible determination.

        - The Proposal will not be provided to the Evaluation Committee for review or consideration.

    - ✓ An Evaluation Committee (EC) will be selected by the Director of Finance and Procurement Official. EC members will individually review, evaluate and score responsive and responsible proposals.

    - ✓ Price proposals will be opened, and the applicable score will be added to determine the final shortlist and ranking of the proposers, if applicable.

    - ✓ The Procurement Department will review the individual scores and calculate and verify the average scores for each proposer to determine shortlisting and ranking and post the information on Bidnet.

    - ✓ Price Proposal Negotiations may occur as applicable as defined in the

RFP.

- ✓ All Proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

12. *Recommendation for Award:* The Procurement Official shall submit a recommendation for award to City Council for approval and award.
    - ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

      Agenda Items shall include the following:
      - ✓ Cover Memo;
      - ✓ Copy of the Final Solicitation Package;
      - ✓ Copy Internal Procurement Vetting Form;
      - ✓ Copy of the Notified Vendors List;
      - ✓ Copy of the Bid Tabulation Sheet;
      - ✓ Lowest Responsive and Responsible Bidder Submittal; and
      - ✓ Contract/Agreement if appropriate.

13. *Contract Award:*
    - ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.

    - ✓ The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP.

    - ✓ Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.

    - ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.

    - ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.

    - ✓ If a Purchase Order is appropriate, a requisition will be created and submitted to the appropriate approvers for approval. Supporting

documentation consisting of the final solicitation, awarded proposers' proposal, approved resolution and price proposal (if applicable), and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

14. *Public Access to Proposal Documents:* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A.§ 50-18-70 *et seq*.

- ✓ All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein.

- ✓ Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda.

- ✓ Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer.

- ✓ In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

C. Request for Qualifications **(RFQ):**

Requests for Qualifications (RFQ) may be used if the Procurement Official determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price. An RFQ may also be used to establish a pool of qualified contractors/firms to provide various professional services to the City.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein and similar to the RFP procurement process. Such service providers whose

qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation.

- ✓ The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.

- ✓ The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Procurement Official determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Procurement Official desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Procurement Official determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.

2. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA PROCUREMENT REGISTRY (GPR)

The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market

competition, as required and amended by the State of Georgia.

A. The City shall advertise all bid or proposal opportunities for goods, services, or both that are valued at ***$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.

B. The City shall advertise all contract opportunities for public works construction that are valued at ***$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for at least four continuous weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91- 20.

C. The Procurement Official may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

SECTION VII – NON-COMPETITIVE PROCUREMENTS

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed ***$9,999.99*** or when the Procurement Official determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Brand Procurement:

The City may obtain sole brand goods from a specific manufacturer or owner's brand through a competitive sole-brand solicitation. Sole Brand Procurements are available when only one specific brand of goods will meet the City's critical business requirements. Research must be conducted by the Procurement Official to determine if other brands exist which can also satisfy procurement requirements in a timely manner. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

- ✓ The Procurement Official must conduct research to determine if other brands exist which can satisfy procurement requirements in a timely manner.
- ✓ A sole-brand solicitation requires justification, supporting documentation consisting of previous purchase, warranty, be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods. *A Single/Sole Source Procurement Request Form must be submitted*.
    - An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a

replacement. If the desired good is only available from one source, then the sole source procurement method is appropriate.

- A valid sole-brand justification allows the procurement professional to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

B. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturer's dealer when still under warranty, maintain continuity, consistency, connectivity to existing hardware, software and proprietary in nature, and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority with a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

C. Single Source Procurement

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

Single Source Procurement is available only if the following conditions exist:
The proposed use of Single Source Procurement concerns any of the following situations:

1. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or

2. To obtain the Professional Services of any Person where such Person establishes to the User that:

   - ✓ Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider

possesses;

- ✓ He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;

- ✓ In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or

- ✓ He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.

- ✓ The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.

- ✓ The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

Note: No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or

injury to the City. Emergencies also exist if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements. An Emergency Procurement Justification Form is required with supporting documentation. End Users must receive prior approval before

receiving goods or services.

- ✓ The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

- ✓ When the need for an emergency purchase occurs during normal working hours, the User shall request approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement Official, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement Official within 24 hours.

- ✓ As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is ***$50,000.00 or more***, City Council approval must be obtained at the next meeting following the emergency procurement.

E. Co-operative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Prior to making any purchase, the Procurement Official or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

Note: The Procurement Official will participate in the development of the solicitation when required by the lead agency/entity where required for Co-Op purchases.

F. Piggyback: The Procurement Official and End Users may use Contracts and awarded Vendors list available through the Purchasing Division of the State of Georgia and other Governmental Entity to procure supplies, services or construction items that have already been a competitive solicited and awarded to gaining access to cost savings and low-price lists. Piggyback Purchases will also include access to National Co-Ops (i.e.-U.S. Communities, Sourcewell, NASPO, OMNIA). The Procurement Official will utilize existing purchasing agreements that have been solicited and awarded by competitively when deemed to be in the best interest of the City. The City will utilize the original contract term and exercise the

ability to continue to receive services if the contract term has ended with the governing entity until services have been completed.

- ✓ The Procurement Department will seek out piggyback options where the contract terms are sufficient to complete an order of goods or complete requested services. Any existing work or project initiated under the piggyback agreement will be terminated upon completion of services and receipt of goods when final acceptance has been completed. End Users may not request additional goods or services once the City's contract with the vendor has officially ended.

- ✓ The Procurement Department will work with End Users to determine if goods, services, or construction items may be obtained through piggybacking when internal procurement lead times may not be completed in sufficient time to address the department's needs.

- ✓ The Procurement Department will obtain a copy of the final solicitation, submittals, bid tabulation sheet, pricings, evaluation documents (if applicable), award documents (agenda, signed resolution, executed contract, if applicable).

- ✓ The Procurement Department will request written authorization to use the available Contracts/Agreement when required.

- ✓ The Procurement Official will review the documents to ensure the solicitation and contract (if applicable) includes the language that permits piggybacking purchase granting the use of their contract.

    - o If the required language is not included in the solicitation and/or contract, the Procurement Official will deny the End User's request to piggyback or use the purchase method to obtain good or services.

- ✓ The End User will complete and submit a Piggyback Purchase Request Form with supporting documentation once reviewed and approved by the Procurement Official.

- ✓ If anticipated expenditure exceeds the City Manager's award authority, Procurement will work with the End User and create an agenda item to obtain City Councils approval.

- ✓ The Procurement Official obtain a copy of the lead entity contract with the awarded vendor. The City will use the original contract from the entity to procure goods and/or services. A copy of the contract will be kept in the procurement file and attached to the Purchase Order as supporting documentation. A copy of the Contract/Agreement will be attached to the

agenda item for City Council approval and execution.

- ✓ If a Purchase Order is appropriate, a requisition will be created. A copy of all supporting documentation and signed resolution and issued to the Vendor/Contractor.

G. Real Estate Acquisitions:[1]

1. Compliance with Applicable Regulations:

[1] Reference Note- *See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property*

All real estate acquisition activities shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality:
The City Council and City staff shall maintain the confidentiality of potential and on- going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval:
All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals:
For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

H. Land Acquisition Procurement Process:

1. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.

2. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.

3. City staff will regularly brief the City Council in Executive Session on properties the city

is considering purchasing to receive direction on "terms and price" from the City Council.

4. City staff will negotiate "Letters of Intent" with land owners on properties the City Council has provided staff with direction on "terms and price".

5. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:

   i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
   ii. Production of an ALTA survey of the property;
   iii. Production of a MAI appraisal of the property;
   iv. Complete title work on the property; and
   v. Other reasonable due diligence activities as warranted.

6. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence item.

SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING

The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See* Appendix A.

SECTION IX – PREFERABLE GOODS AND SERVICES

(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products ***exceeds $100,000.00***, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which ***exceeds $100,000.00*** for the sole

purpose of avoiding these requirements.

(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

A. In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. Whenever possible or practicable, the City shall:

1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;
2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
6. Replace disposable with re-usable, recyclable, or compostable Goods;
7. Consider Life Cycle Cost Assessment; and
8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

B. The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:

1. Minimization of virgin, unrecycled material used in Goods;
2. Maximization of recycled materials used in Goods;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;

8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT

A. Right to Protest.

Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

NOTE: *Types of Challenges:* There are numerous different challenges an interested supplier may make; however, the types of challenges are generally organized as follows:

- ✓ *Challenge to the Solicitation*: Any interested supplier capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.

- ✓ *Challenge to a Sole Source Notice*: Any interested supplier capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination.

- ✓ *Challenge to Results of RFQ:* Any interested supplier submitting a timely written response to a RFQ may file a protest with respect to the results of that RFQ, including, but not limited to, events or facts arising during the evaluation process.

- ✓ *Challenge to the City's Intended or Actual Contract Award*: Any interested supplier submitting a timely written response to a competitive solicitation may file a protest with respect to the state entity's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

1. Timeliness:

1. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. For competitive procurements. For non-competitive procurements, a bidder/proposer/respondent shall have 0 days for procurements ***under $49.999.99.***

2. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be

submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

3. Untimely protests are invalid and shall be denied as such.

2. *Contents of Protest:* The protest shall, at a minimum, be in writing and include the following information:
   1. Identity and contact information of protestor;
   2. Appropriate identification of the subject solicitation or award;
   3. Detailed statement of the legal and factual grounds of the protest;
   4. Documentation supporting the protest and/or allegations;
   5. Statement of the specific relief requested; and
   6. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

3. *Submission of Protests:* All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.

4. *Protest Resolution:* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

5. *Decision on Protest:* The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

6. *Appeal:* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.

8. *Hearing:* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo, but shall be of an appellate nature.

9. *Decision:* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's

decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

10. *Finality:* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

11. *Stay of Procurement:* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

B. Suspension and Debarment

The Procurement Official and Procurement staff will verify business licenses, suspensions and debarments status through the City and Department of Administrative Services website as well as other available resources during the internal review process for all responses received in response to a solicitation.

Suspended and Debarred Suppliers | Georgia Department of Administrative Services - DOAS and City:

1. *Authority to Suspend or Debar:* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement Official shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.

2. *Causes for Suspension or Debarment:* The causes for suspension or debarment include:
   - ✓ Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
   - ✓ Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
   - ✓ Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
   - ✓ Violation of contract provisions of a character which is regarded by the Procurement Official to be so serious as to justify suspension action, which includes but is not limited to the following:

- Failure to perform in accordance with the specifications within a time limit provided in a city contract;

- A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or

- Falsification of any documents.

✓ Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.

✓ Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.

3. *Initiation of Suspension or Debarment Action:* When the Procurement Official receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement Official finds cause that suspension or debarment is warranted, the Procurement Official shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action, and shall also be sent to the City Manager and City Attorney.

4. *Review of Proposed Suspension or Debarment:* Within fifteen (15) days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.

5. *Final Decision:* After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.

6. *Effect of Suspension or Debarment:* A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.

7. *Duration of Suspension/Debarment:* Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven years.

8. *List of Suspended/Debarred Persons:* The Procurement Official shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

SECTION XI – PROPERTY DISPOSAL

A. Compliance with Applicable Regulations

The disposal of municipal property shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Procurement Official. At this point, the Procurement Official will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over **$*5,000*** *in aggregate or* ***$1,000*** individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement Official shall present a list to the City Manager for approval.

1. *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.

2. *Trade-In*. In replacing obsolete equipment, it may be financially advantageous to trade- in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.

3. *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) days from the date the bids were opened.

4. *Public Notice of Sale:* For the sale of personal property with an estimated value exceeding $500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) but no more than sixty (60) days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.

   a. The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.

   b. The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.

C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

APPENDICES

APPENDIX A: PROJECTS USING FAHP FUNDING

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

A. Solicitation.
The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with the issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).
The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;

6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures

is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

    i. The service is available only from a single source;

    ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

    iii. After solicitation of a number of sources, competition is determined to be inadequate.

4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements and Provisions.

1. *Common Grant Rule.*

    i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

ii. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

iii. Additional terms, conditions, provisions and applicable additional required forms and acknowledgements will be added to the City's solicitation packages. Respondents will be required to submit the additional forms and accept the additional acknowledgements where applicable with their submittals prior to the solicitation closing date (response due date).

2. *Disadvantaged Business Enterprise (DBE) program:*
The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

i. Use of an evaluation criterion in the qualifications-based selection of consultants; or

ii. Establishment of a contract participation goal; or

iii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.4.

3. *Georgia Department of Transportation (GDOT)*. The City must comply with procurement requirements established by the GDOT laws, regulations, policies, and procedures when utilizing GDOT funds for Capital Improvement Projects and procurement, management, and administration of engineering and design related professional services (consulting) to maintain compliance with Federal and State Procurement Ordinances such as 23 CRR Part 172, 2 CFR Chapter I and Chapter II, 40 U.S.C 1101-1104, 48 CRF Part 31, O.C.G.A 50-22-1 through 50-22-9, 2 CFR 200.333 , which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36 and State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq. and Title 32 If conflict does arise, the Procurement Official will work with legal, GDOT, and the State Purchasing Department to resolve the conflict.

i. The use of GDOT Capital Improvement funds projects does not exempt the City from following the State Procurement Act or the rules of competitive bidding.

ii. City staff participating in soliciting, facilitating evaluations, conducting negotiations and contract administration are required to attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

iii. City staff will ensure compliance with all rules, regulations and policies and procedures associated with engineering and design procurement consisting of the following:

1. 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule.

2. 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

3. 40 U.S.C. 1101-1104 Selection of Architects and Engineers "The Brooks Act".

4. 48 CFR Part 31 – Contract Cost Principles and Procedures.

5. Repayment of Preliminary Engineering Cost (Order 2020.1).

6. FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A.

7. O.C.G.A. 50-22-1 through 50- 22-9.

8. GDOTs DBE program.

iv. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with GDOT requirements to be eligible for reimbursement of the associated costs.

v. *Additional Provisions and Required Forms*: The GDOT additional provisions, required forms and acknowledgements will be included in the solicitation package in addition to the City's standard terms and conditions and forms.

1. Bidders/Proposer's/Respondents will be required to complete and submit the additional required forms and accept the additional acknowledgments prior to solicitation close date as a part of the submittal.

2. Failure to submit the additional required forms will lead to a non-responsive and responsible determination and the submittal will not be accepted.

4. *Suspension and Debarment.* The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

APPENDIX B: SAMPLE REQUISITION FORM

PURCHASE REQUISITION FORM (Under $49,999.99):

NOTE: By signing this request, you are certifying that the listed expenses are business related.

REQUESTOR NAME: _____ **REQUESTOR SIGNATURE:** _____

DEPARTMENT: _____ **PHONE:** _____ **E-MAIL ADDRESS:** _____

DEPARTMENT DIRECTOR: _____ **DIRECTOR SIGNATURE:** _____

DELIVERY ADDRESS: _____ **PERSON OF CONTACT:**_____

DATE REQUEST SUBMITTED: _____ **NEED BY DATE:** _____

(Date Request Submitted to Procurement or Entered by Dept.) *(Date delivery is needed)*

REQUISITION NO. _____ **DATE ISSUED:** _____ **ACCOUNT TO BE CHARGED:** _____

(Requisition No. generated by Tyler) *(Date Requisition Prepared and submitted for approval)*

VENDOR NAME: _____ **VENDOR ID NO.** _____

DETAILED DESCRIPTION OF PURCHASE (attach supporting documentation): _____

ITEM DESCRIPTION	QUANITIY	UNIT	UNIT PRICE	TOTAL AMOUNT
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
			TOTAL COST:	$

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

ADDITIONAL ACCOUNT TO BE CHARGED (INDICATE WHICH LINE ITEM IF USING MULTIPLE ACCOUNTS: _____

_____

SUGGESTED VENDORS:

1._____

2._____

3._____

4._____

5._____

EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Scope of work/services, item description, unit price, total cost, quote/estimate provided by the Vendor, invoice etc.. Outside Events, Workshops, Training include the registration information, detailed description of the workshop/training, etc. Internal events, workshops, and training shall include the flyer in addition to standard required supporting documentation.

REQUIRED APPROVALS

DIRECTOR OF COMMUNITCATIONS/IT (*if applicable*): _____ **DATE:** _____

____ APPROVED ___ DENIED

DIRECTOR OF FINANCE: _____ **DATE:** _____

___ APPROVED ____ DENIED

PROCUREMENT OFFICIAL: _____ **DATE:** _____

____ APPROVED ____ DENIED

Competitive Prices: _____

Additional Comments: _____

CITY MANAGER: _____ **DATE:** _____

_____ **_____ APPROVED ____ DENIED**

APPENDIX C: SAMPLE SOLICITATION REQUEST FORM

SOLICITATION REQUEST FORM

SUBMIT PACKAGE TO: Procurement@stonecrestga.gov

NOTE:

1. This checklist is to ensure all required information is submitted at the same time as the request for a new solicitation.
2. This checklist is not required for purchase orders, change orders, work authorizations, amendments / modifications.
3. Incomplete request for solicitations (without supporting documentation) will cause a delay in processing and subject to rejection and returned to the requestor.

NOTE: ADVERTISEMENT PERIODS
ITB 30 DAYS
CONSTRUCTION ITB 30 DAYS
RFP 30 TO 90 DAYS
RFQ 30 TO 90 DAYS

IN ACCORDANCE WITH GEORGIA STATUTE Vendor/Prime/Contract Assistance:
Vendors, primes, and/or contractors that have assisted in the development of the specifications, scope of services, evaluation criteria, bid sheet, price proposal, estimates related to this purchase and/or project, they are **NOT ELIGIBLE to participate in this solicitation process and the Procurement Department MUST be notified**. Requestor/Project Manager signature is required, acknowledging this section.

PLEASE READ THE BELOW STATEMENTS BEFORE SIGNING THIS DOCUMENT
I have reviewed the specifications, performed necessary due diligence, and to the best of my knowledge, the specifications provided does not contain restrictive language that will impede open and free competition.

PROJECT MANAGER: DEPARTMENT:

PROJECT MANAGER SIGNATURE: DATE:

PHONE NUMBER: E-MAIL ADRESS:

SOLICITATION/PROJECT TITLE:

DEPARTMENT DIRECTOR: DIRECTOR SIGNATURE:

Comments:

Procurement 1/28/25 1

BUDGET/ENCUMBRANCE INFORMATION:

Department Code: Estimated Project Budget/Cost: $

Project Number/ GL Account Number & Description:

FUNDING AUTHORIZATION:
Director/Assistant Director of Finance/Designee

Signature: Date:

TYPE OF CONTRACT (SELECT ONE):

☐ ONE-TIME PURCHASE/SERVICE ☐ TERM CONTRACT (Continuing Contract) ☐ SOW

PROCUREMENT TYPE (SELECT ONE)

☐ COMMODITY ☐ COMMODITY/SERVICE (ex. SUPPLY & INSTALL) ☐ GENERAL SERVICES

☐ PROFESSIONAL SERVICES ☐ CONSTRUCTION PROJECT (ex. SUPPLY, INSTALL, WITH LICENSING)

Indicate percentage of work the awarded vendor (prime) is responsible for completing: % (N/A for commodity purchases)

COMMODITY CODES:

SOLICITATION TYPE (SELECT ONE):

☐ COMPETITIVE

☐ SOLE SOURCE / SINGLE SOURCE: Is this *"Standardized"* as sole source? ☐ Yes ☐ No

- If "**YES**" Sole Source / Single Source Form Required and must be submitted with request.

☐ SOLE BRAND: Is this *"Standardized"* as a sole brand? ☐ Yes ☐ No

- If "**YES**" Sole Source / Single Source Form Required and must be submitted with request.

Does this replace and exiting contract? ☐ Yes ☐ No Expiration Date:

- If yes, please provide a copy of the Contract and Resolution No.

Pre-Bid/Proposal/Submittal Meeting: ☐ Yes ☐ No Mandatory: ☐ Yes ☐ No Site Visit: ☐ Yes ☐ No

Number of Anticipated Contract Award:

DESIRED CONTRACT TERM/LENGTH/RENEWAL OPTIONS:

Desired Contract Term/Length of Services: (Month, Initial Term) Desired Execution Date:

Renewal Options: ☐ Yes ☐ No Number of Renewals:

START DATE: (Check one of the following)

Services to begin as soon as contract is fully executed by the Department:

Services to begin upon issuance of Work Order, Notice to Proceed and receipt of Purchase Order:

Note: All "Orders", Notice to Proceeds and supporting documentation must be attached to the requisition submitted in Tyler.

Procurement 1/28/25 2

BIDDER/VENDOR/CONTRACTOR/CONSULTANT REQUIREMENTS:

State Requirements: The Licensing Division - License Lookup | Georgia Secretary of State

Specific License(s)/Certification Requirements:

Bidder/Firm Minimum Qualifications: ☐ Yes ☐ No Minimum Years of Experience Required:

Specific Permit(s) Requirements:

CERTIFICATE OF INSURANCE REQUIREMENTS:

State of Georgia Minimum Requirements: SPD-SP048 Insurance and Bonding Guidelines

General Liability Insurance (GLI): ☐ Yes ☐ No

The standard for liability insurance is: $1,000,000 each occurrence $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury, $1,000,000 per occurrence for Property Damage, $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations. If higher limit is required, please provide the limit amounts.

Any additional Insurance requirements: ☐ Yes ☐ No

Type (auto, pollution): Limits:

OTHER SPECIAL CONDITIONS:

Bid Bond Required: ☐ Yes ☐ No Percent Amount (5/10): %

Performance and Payment Bond Required: ☐ Yes ☐ No 100% ☐ Yes ☐ No Other Amount:

Equitable Adjustments Required: ☐ Yes ☐ No

Alternate Brands: Required to be considered: ☐ Yes ☐ No

Are replacement/restocking alternate required **(Commodities Only)**: ☐ Yes ☐ No

Any Deviation from product requirements/specifications allowed: ☐ Yes ☐ No

Dun & Bradstreet Report Required: ☐ Yes ☐ No

ENVIRONMENTAL "GO GREEN" : COMMODITIES ONLY:

Is this offered in a green, eco-friendly or environmentally preferable product? ☐ Yes ☐ No

Is an opportunity to procure "GO Green"? ☐ Yes ☐ No

CONSTRUCTION PROJECTS:

(If applicable, check all that apply and provide required justification memo)

Work Schedule (8:00am – 5:00pm):

Trench Safety Act Applicable (NEP): Applicable to projects with excavation exceeding a depth of 5 feet? ☐ Yes ☐ No

Permit Fees: Are permits and fees estimates attached? ☐ Yes ☐ No

- If "**NO**", provide a statement that the Department will pay for City required permits.

Procurement 1/28/25 3

Liquidated Damages Required (substantial, final): ☐ Yes ☐ No

If amounts exceed current requirements, justification memo required for requested amounts.

Single Project Amount: Annual Amount:

"Current Wage Rate Tables" Applicable to this project if greater than $100K: ☐ Yes ☐ No

Prevailing Wage provided for this project: ☐ Yes ☐ No

Davis Bacon (required for federal/state funding projects): ☐ Yes ☐ No

PROJECT COMPLETION REQUIREMENTS (TIME SENSITIVE PROJECTS):
SERVICE AND CONSTRUCTION PROJECTS ONLY, AS APPLICABLE

SINGLE PROJECT:
The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within ___ calendar days (_____) working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within ___ calendar days (_____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

ANNUAL PROJECT: Task Work Order (TWO)/Work Authorization (WA)/Work Order(WO): "ORDER"
The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each "Order" shall commence immediately upon the Contractor's receipt of an executed "Order".

The Contractor shall mobilize to the project site and begin construction activities within calendar days of receipt of the executed order or by the specific date noted within the "Order" (whichever applies).

The "Order" shall be substantially completed within the timeframe agreed upon and noted in each executed "Order".

The Work on each "Order" shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed "Order".

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new "Order" will be assigned after the contract's expiration nor will any new work be performed after that date.

ADDITIONAL SOLICITATION REQUIREMENTS: (If applicable)
NOTE: Additional requirements that need to be included in the solicitation.

- ☐ Discount from List Pricing/ Catalog Pricing
- ☐ Price Escalation Clause
- ☐ Bonding Requirements
  - Reduced Bonding limits or required on non-construction projects
- ☐ Multi-Vendor Award
- ☐ Pass Thru Amount
  - Allowance Parts on a pass-thru, permit allowance, etc.
- ☐ Trade in Disposal
- ☐ Multi-Year Initial Contract Term
  - Quotes and Bids: Greater than Three years / Greater than Five Years
- ☐ Piggyback/Co-Op Agreement

REQUIRED SUPPORTING DOCUMENTATION
Check all applicable items listed below.

NOTE: Please label each document accordingly (Scope of Services, Evaluation Criteria, etc.)

- ☐ Specifications/Scope of Services/Scope of Work/ Minimum Technical Specifications (in Word Format)
- ☐ Itemized Bid Sheet/Price Sheet/Proposal Cost Sheet (as applicable)
- ☐ Purchase/Project Cost Estimate (Itemized as applicable)
- ☐ Evaluation Criteria (RFP/RFQ/RLI's/RTQ/SOW)
- ☐ Plans/Drawings/Technical Specifications (Construction, etc.) Number of Sheets:
- ☐ Certificate of Insurance Requirements in accordance with the State of Georgia Department of Administration
- ☐ License Requirement Memorandum: Construction and/or General Services (if applicable)
- ☐ Preliminary Vendor Quote (if available)
- ☐ Signed Justification Memorandum(s) and Additional Forms as applicable (EX. pass thru allowance)

FEDERAL (GRANT) FUNDED ONLY
Required Supplemental Checklist Forms

- ☐ Copy of executed Grant and supporting documentation
- ☐ Contract Term
- ☐ Independent Cost Estimate
- ☐ Lease vs Purchase
- ☐ Independent Cost Estimate / Cost/Price Analysis

Procurement 1/28/25 5

List of Vendors to Invite					
Company Name	Address	Telephone	Fax	Contact Person	Email

APPENDIX D: SAMPLE SOLE/SINGLE SOURCE REQUEST AND JUSTIFICATION FORM

City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

SOLE BRAND/ SOLE SOURCE/ SINGLE SOURCE
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY:_____ DEPARTMENT: _____
(Name, Title)

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER:_____

TOTAL COST: $_____

Please check the appropriate section and provide detailed justification:

_____ **Sole Source:** The specified supplier is the **ONLY** provider of goods/services. A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the values presented. The certified supplier letter must address trademark agreements, warranties, and proprietary ownership (***patented or copyrighted products or services***).

Justification for Sole Source: Provide a detailed description of goods/services to be provided. Describe what is unique about the product, particular style, model, type, manufacturer, service or source and how it meets City needs. Include what steps taken to confirm unavailability of competition as appropriate. **If the space provided below is not sufficient, please attach a justification memorandum.**

_____ **Single Source:** The specified supplier and its authorized dealers/providers are the ONLY ones authorized to provide the requested good/services. The supplier/authorized dealer(s)/providers were selected to complement /support the following business decision (i.e. standardization, compatibility reasons). A quote/proposal/estimate and certified letter from the supplier is required and MUST be attached. The certified letter must include a list of authorized dealers/providers, address any active warranties, proprietary ownership (patented or copyrighted products or service). The quote/proposal/estimate must address the prices/terms set forth are and be deemed reasonable for the value presented. **If the space provided below is not sufficient, please attach a justification memorandum.**

Please check the appropriate box and provide additional explanation.

____ Standardized System _____ Parts provided by "OEM" ___ Other (Please explain)

Purchasing Coordinator/Purchasing Specialist: _____ Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification numbers of each contract file.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers award authority, will require City Council approval.

Procurement Manager: _____ Date: _____

Request: ____ APPROVED ____ DENIED

Non-Competitive Sourcing Method to obtain the goods and/or services: _____ Sole Brand _____ Sole Source _____ Single Source

_____ Negotiations Appropriate (Price, Delivery, and Terms)

Additional Comment: _____

_____

_____

APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM

City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

EMERGENCY PROCUREMENT
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____
(Name, Title)

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: $_____

TYPE OF EMERGENCY THREAT:

☐ Public Health ☐ Public Welfare ☐ Safety ☐ "Designated Disaster Emergency"

Explanation of Emergency: If the space provided below is not sufficient, please attach a justification memorandum.

Statement of Work: If the space provided below is not sufficient, please attach a justification memorandum.

Purchasing Coordinator/Purchasing Specialist: _____ Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request.

Notwithstanding any other provisions of this chapter, the city manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification numbers of the contract file.

Further, during the aftermath of a locally designated disaster emergency as declared under Chapter 11, Article I. Section 11-3, of the city's Charter or in carrying out emergency management powers as defined in O.C.G.A. Section 50-5-71, as may be amended from time to time, these procurement procedures shall authorize the City Manager and the Purchasing Agent, to contract and make payment for repairs to damaged city facilities for a thirty-day period following the disaster emergency. The City Manager will report to the City Council on expenditures following the disaster. Further, the City Manager and the Purchasing Agent may utilize the resources of the City's insurance underwriter as part of the City's due diligence process in identifying vendors to complete repairs in the most timely and cost effective manner. These emergency procurement procedures will be in effect until repairs on city-owned facilities are completed.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers may award authority, will require City Council approval.

Procurement Manager: _____ Date: _____

Request: ____ APPROVED ____ DENIED

Additional Comment: _____

_____

_____

CONFLICT OF INTEREST DECLARATION
City Employee/Official

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

a. pass information or make comments to them about the procurement

b. receive any gift, gratuity, hospitality or any inducement from them

c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options*:

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

   ☐ **Actual**: This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential**: This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived**: This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

CONFLICT OF INTEREST DECLARATION
Evaluation Committee

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

a. pass information or make comments to them about the procurement

b. receive any gift, gratuity, hospitality or any inducement from them

c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options*:

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

   ☐ **Actual**: This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential**: This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived**: This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX G: SAMPLE DBE OBJECTIVES AND GOALS

Disadvantaged Business Enterprise (DBE) Program Objectives, established and amended by the State, local and Federal governing bodies providing the funding for City Projects.

Note: DBE status must be current and will be verified by the Procurement Department. Verification will be processed through the registering agency (State, County, Local) and will be a part of the internal review process. Vendors whose status has expired will not be considered and responses will be deemed non-responsive and non-responsible to the solicitation and its requirements.

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Establishing Contract Goals

The following factors to consider in setting contract goals include:

a. Location
b. Type of Work
c. Availability of DBEs

Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT- assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no

adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

APPENDIX H:EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years (FFY) 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA- assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A $2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities including striping, trucking, and traffic control—totaling $220,000, or 11 percent of the contract value. The team searches the State DOT's database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals						
Subcontracting		**Allocated Costs**		**Percentage**		
Striping		$20,000		1%		
Trucking		$80,000		4%		
Traffic Control		$20,000		1%		
Other Work Types		$100,000		5%		
Total		***$220,000***		***11%***		
Adjustment				-1.5%		

APPENDIX I: SAMPLE DBE GOOD FAITH EFFORT FORM

DBE GOOD FAITH EFFORTS

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The goal for minority participation for each trade is ____%. The goal for female participation in each trade is ____%. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises included on solicitation lists?

2. List actions taken to solicit small and minority businesses, and women's businesses:

3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises considered?

4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce utilized?

Bidder/ Contractor/Proposer Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: SEPTEMBER 16, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **SOLICITATION PACKAGE PAGE ITB-15, SECTION 8: CONTRACTOR RESPONSIBILITIES:**

ORIGINAL:

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. Please Note: The Contractor will be responsible for $100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

REVISED:

8. **CONTRACTOR RESPONSIBILITIES:**

The Contractor shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to successfully complete this services herein. The Contractor shall ensure compliance with all applicable state, federal, and local laws, rules, and regulations while performing the services requested herein.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____

NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO

DATE: SEPTEMBER 23, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ATTACHMENT "B" – BID COST PROPOSAL:**
   REVISED: ADDED A LINE FOR MOWING SERVICES FOR EACH LOCATION AND CORRECT LINE ITEM NUMBERS.

   ALL OTHER INFORMATION ON THE FOR REMAINS THE SAME.

   Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025**. For information on this solicitation, please contact:

   Tanisha Boynton, Procurement Official
   3120 Stonecrest Blvd., Suite 190
   Stonecrest, Ga. 30038
   Phone: (772)-224-0200
   Email: Tboynton@stonecrestga.gov

   _____ _____
   NAME OF COMPANY **BIDDER'S**

   SIGNATURE DATE: _____

REVISED

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services.

*** NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

Location No. 1: Browns Mill Park Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	52	$	$
2	Mowing	WK	52	$	$
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
4	Tree and Shrub Maintenance	WK	52	$	$
5	Exterior Color: Plants	WK	52	$	$
6	Ground Cover and Beds	WK	52	$	$
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$	$
8	Seven Point Chemical Program	YR	1	$	$
9	Parking Lots	WK	52	$	$
10	Weed Control (4 times per month March through October)	EA	48	$	$
11	Weed Control (3 times per month November through February)	EA	12	$	$
12	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
13	Fertilization (3 times per year)	EA	3	$	$
14	Mulch Supply and Install (Once a year)	CY	30	$	$
	Litter and Debris Pick-Up	YR	1	$	$

15					
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
17	Spring Clean-Up	EA	1	$	$
18	Fall Clean-Up	EA	1	$	$
19	Emergency Debris Removal Services	LS	1	$	$
20	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 2: Southeast Athletic Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
21	Edging	WK	52	$	$
22	Mowing	WK	52	$	$
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
24	Tree and Shrub Maintenance	WK	52	$	$
25	Exterior Color: Plants	WK	52	$	$
26	Ground Cover and Beds	WK	52	$	$
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$	$
28	Seven Point Chemical Program	YR	1	$	$
29	Parking Lots	WK	52	$	$
30	Weed Control (4 times per month March through October)	EA	48	$	$
31	Weed Control (3 times per month November through February)	EA	12	$	$
32	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
33	Fertilization (3 times per year)	EA	3	$	$
34	Mulch Supply and Install (Once a year)	CY	30	$	$

35	Litter and Debris Pick-Up	YR	1	$	$
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
37	Spring Clean-Up	EA	1	$	$
38	Fall Clean-Up	EA	1	$	$
39	Emergency Debris Removal Services	LS	1	$	$
40	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 3: Salem Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
41	Edging	WK	52	$	$
42	Mowing	WK	52	$	$
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
44	Tree and Shrub Maintenance	WK	52	$	$
45	Exterior Color: Plants	WK	52	$	$
46	Ground Cover and Beds	WK	52	$	$
47	Trails and Trailheads	WK	52	$	$
48	Parking Lots	WK	52	$	$
49	Weed Control (4 times per month March through October)	EA	48	$	$
50	Weed Control (3 times per month November through February)	EA	12	$	$
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
51	Fertilization (3 times per year)	EA	3	$	$
52	Mulch Supply and Install (Once a year)	CY	30	$	$
53	Litter and Debris Pick-Up	YR	1	$	$

54	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
55	Spring Clean-Up	EA	1	$	$
56	Fall Clean-Up	EA	1	$	$
57	Emergency Debris Removal Services	LS	1	$	$
58	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 4: Gregory Moseley Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
59	Edging	WK	52	$	$
60	Mowing	WK	52	$	$
61	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
62	Tree and Shrub Maintenance	WK	52	$	$
63	Exterior Color: Plants	WK	52	$	$
64	Ground Cover and Beds	WK	52	$	$
65	Trails and Trailheads	WK	52	$	$
66	Parking Lots	WK	52	$	$
67	Weed Control (4 times per month March through October)	EA	48	$	$
68	Weed Control (3 times per month November through February)	EA	12	$	$
69	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
70	Fertilization (3 times per year)	EA	3	$	$
71	Mulch Supply and Install (Once a year)	CY	30	$	$
72	Litter and Debris Pick-Up	YR	1	$	$

73	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
73	Spring Clean-Up	EA	1	$	$
74	Fall Clean-Up	EA	1	$	$
75	Emergency Debris Removal Services	LS	1	$	$
76	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 5: Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
76	Edging	WK	52	$	$
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
78	Tree and Shrub Maintenance	WK	52	$	$
79	Exterior Color: Plants	WK	52	$	$
80	Ground Cover and Beds	WK	52	$	$
81	Trail and Trailheads	WK	52	$	$
82	Parking Lots	WK	52	$	$
83	Weed Control (4 times per month March through October)	EA	48	$	$
84	Weed Control (3 times per month November through February)	EA	12	$	$
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
86	Fertilization (3 times per year)	EA	3	$	$
87	Mulch Supply and Install (Once a year)	CY	30	$	$
88	Litter and Debris Pick-Up	YR	1	$	$
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$
	Spring Clean-Up	EA	1	$	$

90					
91	Fall Clean-Up	EA	1	$	$
92	Emergency Debris Removal Services	LS	1	$	$
93	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
94	Edging	WK	52	$	$
95	Mowing	WK	52	$	$
96	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
98	Tree and Shrub Maintenance	WK	52	$	$
99	Exterior Color: Plants	WK	52	$	$
100	Ground Cover and Beds	WK	52	$	$
101	Trails and Trailheads	WK	52	$	$
102	Parking Lots	WK	52	$	$
103	Weed Control (4 times per month March through October)	EA	48	$	$
104	Weed Control (3 times per month November through February)	EA	12	$	$
105	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
106	Fertilization (3 times per year)	EA	3	$	$
107	Mulch Supply and Install (Once a year)	CY	30	$	$
108	Litter and Debris Pick-Up	YR	1	$	$
109	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$

110	Spring Clean-Up	EA	1	$	$
111	Fall Clean-Up	EA	1	$	$
112	Emergency Debris Removal Services	LS	1	$	$
113	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 7: Everett Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
114	Edging	WK	52	$	$
115	Mowing	WK	52	$	$
116	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
117	Tree and Shrub Maintenance	WK	52	$	$
118	Exterior Color: Plants	WK	52	$	$
119	Ground Cover and Beds	WK	52	$	$
120	Trails and Trailheads	WK	52	$	$
121	Parking Lots	WK	52	$	$
122	Weed Control (4 times per month March through October)	EA	48	$	$
123	Weed Control (3 times per month November through February)	EA	12	$	$
124	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
125	Fertilization (3 times per year)	EA	3	$	$
126	Mulch Supply and Install (Once a year)	CY	30	$	$
127	Litter and Debris Pick-Up	YR	1	$	$
128	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$

129	Spring Clean-Up	EA	1	$	$
130	Fall Clean-Up	EA	1	$	$
131	Emergency Debris Removal Services	LS	1	$	$
132	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 8: Panola Shoals					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
133	Edging	WK	52	$	$
134	Mowing	WK	52	$	$
135	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
136	Tree and Shrub Maintenance	WK	52	$	$
137	Exterior Color: Plants	WK	52	$	$
138	Ground Cover and Beds	WK	52	$	$
139	Trails and Trailheads	WK	52	$	$
140	Parking Lots	WK	52	$	$
141	Weed Control (4 times per month March through October)	EA	48	$	$
142	Weed Control (3 times per month November through February)	EA	12	$	$
143	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
144	Fertilization (3 times per year)	EA	3	$	$
145	Mulch Supply and Install (Once a year)	CY	30	$	$
146	Litter and Debris Pick-Up	YR	1	$	$
147	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$	$

148	Spring Clean-Up	EA	1	$	$
149	Fall Clean-Up	EA	1	$	$
150	Emergency Debris Removal Services	LS	1	$	$
151	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
152	Edging	WK	52	$	$
153	Mowing	WK	52	$	$
154	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$	$
155	Tree and Shrub Maintenance	WK	52	$	$
156	Exterior Color: Plants	WK	52	$	$
157	Ground Cover and Beds	WK	52	$	$
158	Trails and Trailheads	WK	52	$	$
159	Parking Lots	WK	52	$	$
160	Weed Control (4 times per month March through October)	EA	48	$	$
161	Weed Control (3 times per month November through February)	EA	12	$	$
162	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
163	Fertilization (3 times per year)	EA	3	$	$
164	Mulch Supply and Install (Once a year)	CY	30	$	$
165	Litter and Debris Pick-Up	YR	1	$	$
166	Irrigation Maintenance and Repair Services	YR	1	$	$

167	Spring Clean-Up	EA	1	$	$
168	Fall Clean-Up	EA	1	$	$
169	Emergency Debris Removal Services	LS	1	$	$
170	Arborist/Horticultural Services	LS	1	$	$
				TOTAL ANNUAL COST:	$

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	**$**
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	**$**
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	**$**
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	**$**
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS	**$**

ADDITIONAL SERVICES					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	1	$	$
2	Mowing	WK	1	$	$
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1	$	$
4	Tree and Shrub Maintenance	WK	1	$	$
5	Exterior Color: Plants	WK	1	$	$
6	Ground Cover and Beds	WK	1	$	$
7	Parking Lots	WK	1	$	$
8	Weed Control (4 times per month March through October)	EA	48	$	$
9	Weed Control (3 times per month November through February)	EA	12	$	$
10	Pest Management: Insect and Disease Control (Once a month)	EA	12	$	$
11	Fertilization (3 times per year)	EA	3	$	$
12	Mulch Supply and Install (Once a year)	YR	1	$	$
13	Litter and Debris Pick-Up	YR	1	$	$
14	Spring Clean-Up	EA	1	$	$
	Fall Clean-Up	EA	1	$	$

15					
16	Arborist/Horticultural Services	EA	1	$	$
17	Irrigation Inspection, Maintenance and Repair Services	EA	1	$	$

City of Stonecrest, Georgia
Procurement Department
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Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. THREE

DATE: OCTOBER 2, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **BIDS DUE DATE CHANGE:**

ORIGINAL:
October 7, 2025, on or before 3:00pm

REVISED:
October 16, 2025, on or before 3:00pm.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, October 16, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____

Questions & Answers - 1

Solicitation	ITB-0013-25 - PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES
Buying Organization	City of Stonecrest

No	Question/Answer	Question Date
Q1	**Question: Previous Bid** Can you provide us with the previous contractor for this bid, their annual pricing documents, and any bid tabs from the previous bid? **Answer:** The previous contractor was Kitson's Landscaping, LLC. (2022). The annual award amount was $393,952.00. The contract was terminated. The contractor was paid $27,462.17 for work performed. The contract was terminated. To view the actual requested documents, an Open Records Request is required. Please submit an Open Records Request to the City Clerk Office.	09/08/2025
Q2	**Question: Proposal Award** Will the City use any grading criteria to select its vendor (using a best value system), or will the City award based on cost only? **Answer:** This is an ITB. Award will be made to the lowest responsive and responsible bidder.	09/08/2025
Q3	**Question: Field Mowing** Are the ball fields to be rotary or reel mowed under this contract? **Answer:** The baseball fields are to be rotary mowed.	09/16/2025
Q4	**Question: bid question** Is a bond required for this contract ? Can we visit the location at any time ? What was the prior vendor's cost/contract budget? When will this contract begin? Will it be awarded to one or multiple contractors? **Answer:** 1. No, a bond is not required for this contract. 2. Yes, The parks and trails are open to the public. 3. Refer to Question No. 1. 4. Within 10 days upon receipt of the fully execution of the contract, Notice to Proceed and Purchase Order. 5. The City is seeking to enter into a contract with 1 contractor.	09/18/2025
Q5	**Question: Everett Park** What is the expected landscape service at Everett Park each week **Answer:** Please refer to Attachment "B" – Bid Cost Proposal Form (Bid Sheet) No. 7.	09/22/2025

No	Question/Answer	Question Date
Q6	**Question: Park service maps** Please provide map with landscape areas to be serviced at each park. **Answer:** Please refer to Attachment “C” – Aerial Map Images and Location Maps. Services will be performed in the open park and field spaces shown in the images. Contractors are not required to perform landscape services in the tree line areas. Note: Botanical Garden at Fairington Park – City is procuring design and construction services at this time. This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet), Everett Park - This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet). It is anticipated that work will be in the “Flat” area shown on the map and not within the “tree line” area. Miners Cree/Panola Shoals – This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet).	09/22/2025
Q7	**Question: Turf Program** Most of the sports fields do not have a health crop of Bermuda grass. If a turf treatment is applied there is a high probability that it will turn the fields to dirt. Do you want us to put in the quote to apply turf treatments to all fields or just the fields that will benefit from it? **Answer:** The contractor should only apply turf treatment to the fields that will benefit from it. Per the solicitation, It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. Do not submit a separate quote. Please review the solicitation package and attachments. Bidder's must complete and submit Attachment "B" - Bid Cost Proposal Form (Bid Sheet).	09/22/2025
Q8	**Question: Top dressing** The specs call for 3 topdressings. With the condition of the fields this is a high cost to treat weeds. Do you want to stay with 3 or reduce to 1 top dressing? **Answer:** The City is requesting 3 top dressings in accordance with the scope of services.	09/22/2025
Q9	**Question: pass through account** Will the county create a pass through to purchase certain materials and put it through the pass through to get reimbursed for materials. **Answer:** No. Bidder’s should incorporate the cost of all materials in their cost in the bid line items provided for each location and services requested.	09/22/2025

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 11-05-2025 09.44.40 AM

Solicitation Number: ITB-0013-25

					All Suppliers			
Solicitation Number	**Title**	**Publication Date**	**Closing Date**	**Status**	**Notified**	**Document/ Plan Takers**	**Submitted Bids**	**Downloaded documents**
ITB-0013-25	PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES	09-05-2025	10-16-2025	Bids published	987	115	5	514
Totals					**987**	**115**	**5**	**514**

SOLICITATION NUMBER: ITB-0013-25

SOLICITATION TITLE: Parks, Sports Field, and Trails Landscape and Maintenance Services

Advertisement Date: September 5, 2025 Bids Due Date: October 16, 2025

THE CITY OF STONECREST GEORGIA

Location No. 1: Browns Mill Park Complex

				BIDDER'S:	**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Edging	WK	52				$ 67.44	$ 3,506.88			$ 250.00	$ 13,000.00	$ 150.00	$ 7,800.00
2	Mowing	WK	52				$ 337.21	$ 17,534.92			$ 500.00	$ 26,000.00	$ 300.00	$ 15,600.00
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52				$ 202.33	$ 10,521.16			$ 100.00	$ 5,200.00	$ 150.00	$ 7,800.00
4	Tree and Shrub Maintenance	WK	52				$ 134.88	$ 7,013.76			$ 100.00	$ 5,200.00	$ 100.00	$ 5,200.00
5	Exterior Color: Plants	WK	52				$ 134.88	$ 7,013.76			$ 100.00	$ 5,200.00	$ 50.00	$ 2,600.00
6	Ground Cover and Beds	WK	52				$ 134.88	$ 7,013.76			$ 100.00	$ 5,200.00	$ 50.00	$ 2,600.00
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52				$ 285.17	$ 14,828.84			$ 250.00	$ 13,000.00	$ 150.00	$ 7,800.00
8	Seven Point Chemical Program	YR	1				$ 5,357.47	$ 5,357.47			$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00
9	Parking Lots	WK	52				$ 134.88	$ 7,013.76			$ 100.00	$ 5,200.00	$ 30.00	$ 1,560.00
10	Weed Control (4 times per month March through October)	EA	48		NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 175.35	$ 8,416.80	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 100.00	$ 4,800.00	$ 40.00	$ 1,920.00
11	Weed Control (3 times per month November through February)	EA	12				$ 175.35	$ 2,104.20			$ 100.00	$ 1,200.00	$ 20.00	$ 240.00
12	Pest Management: Insect and Disease Control (Once a month)	EA	12				$ 80.00	$ 960.00			$ 100.00	$ 1,200.00	$ 50.00	$ 600.00
13	Fertilization (3 times per year)	EA	3				$ 170.00	$ 510.00			$ 250.00	$ 750.00	$ 100.00	$ 300.00
14	Mulch Supply and Install (Once a year)	CY	30				$ 68.00	$ 2,040.00			$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
15	Litter and Debris Pick-Up	YR	1				$ 1,000.00	$ 1,000.00			$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1				$ 2,500.00	$ 2,500.00			$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00
17	Spring Clean-Up	EA	1				$ 1,500.00	$ 1,500.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
18	Fall Clean-Up	EA	1				$ 1,500.00	$ 1,500.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
19	Emergency Debris Removal Services	LS	1				$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
20	Arborist/Horticultural Services	LS	1				$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
	LOCATION NO. 1 TOTAL ANNUAL AMOUNT:						**$**	**102,335.31**			**$**	**113,350.00**	**$**	**67,170.00**
	NOTES:										**Calculation Errors**			

Location No. 2: Southeast Athletic Complex

			BIDDER'S:	G&C Lawncare, LLC		Mariani Enterprises, LLC dba Ed Castro Landscape		Turf Lawn Card, LLC		VisionScapes, Inc.		Yellowstone Landscape Southeast	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
21	Edging	WK	52			$ 121.30	$ 6,307.60			$ 100.00	$ 5,200.00	$ 150.00	$ 7,800.00
22	Mowing	WK	52			$ 606.52	$ 31,539.04			$ 1,000.00	$ 52,000.00	$ 400.00	$ 20,800.00
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 363.91	$ 18,923.32			$ 100.00	$ 5,200.00	$ 150.00	$ 7,800.00
24	Tree and Shrub Maintenance	WK	52			$ 242.61	$ 12,615.72			$ 50.00	$ 2,600.00	$ 100.00	$ 5,200.00
25	Exterior Color: Plants	WK	52			$ 242.61	$ 12,615.72			$ 100.00	$ 5,200.00	$ 50.00	$ 2,600.00
26	Ground Cover and Beds	WK	52			$ 242.61	$ 12,615.72			$ 50.00	$ 2,600.00	$ 50.00	$ 2,600.00
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52			$ 1,272.11	$ 66,149.72			$ 100.00	$ 5,200.00	$ 770.00	$ 40,040.00
28	Seven Point Chemical Program	YR	1			$ 15,605.38	$ 15,605.38			$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00
29	Parking Lots	WK	52			$ 242.61	$ 12,615.72			$ 50.00	$ 2,600.00	$ 30.00	$ 1,560.00
30	Weed Control (4 times per month March through October)	EA	48	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 315.39	$ 15,138.72	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 50.00	$ 2,400.00	$ 20.00	$ 960.00
31	Weed Control (3 times per month November through February)	EA	12			$ 315.39	$ 3,784.68			$ 50.00	$ 600.00	$ 20.00	$ 240.00
32	Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 80.00	$ 960.00			$ 500.00	$ 6,000.00	$ 50.00	$ 600.00
33	Fertilization (3 times per year)	EA	3			$ 170.00	$ 510.00			$ 1,500.00	$ 4,500.00	$ 500.00	$ 1,500.00
34	Mulch Supply and Install (Once a year)	CY	30			$ 68.00	$ 2,040.00			$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
35	Litter and Debris Pick-Up	YR	1			$ 1,000.00	$ 1,000.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1			$ 2,500.00	$ 2,500.00			$ 1,500.00	$ 1,500.00	$ 100.00	$ 100.00
37	Spring Clean-Up	EA	1			$ 1,500.00	$ 1,500.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
38	Fall Clean-Up	EA	1			$ 1,500.00	$ 1,500.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
39	Emergency Debris Removal Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
40	Arborist/Horticultural Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
	LOCATION NO. 2 TOTAL ANNUAL AMOUNT:					**$**	**219,921.34**			**$**	**117,800.00**	**$**	**114,850.00**
	NOTES:									**Calculation Errors**			

Location No. 3: Salem Park													
			BIDDER'S:	**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
41	Edging	WK	52			$ 18.46	$ 959.92			$ 25.00	$ 1,300.00	$ 10.00	$ 520.00
42	Mowing	WK	52			$ 92.29	$ 4,799.08			$ 50.00	$ 2,600.00	$ 75.00	$ 3,900.00
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 55.38	$ 2,879.76			$ 25.00	$ 1,300.00	$ 20.00	$ 1,040.00
44	Tree and Shrub Maintenance	WK	52			$ 36.92	$ 1,919.84			$ 25.00	$ 1,300.00	$ 20.00	$ 1,040.00

45	Exterior Color: Plants	WK	52	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 36.92	$ 1,919.84	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 25.00	$ 1,300.00	$ 10.00	$ 520.00
46	Ground Cover and Beds	WK	52		$ 18.46	$ 959.92		$ 25.00	$ 1,300.00	$ 10.00	$ 520.00
47	Trails and Trainheads	WK	52		$ 18.46	$ 959.92		$ 100.00	$ 5,200.00	$ 30.00	$ 1,560.00
48	Parking Lot	WK	52		$ 36.92	$ 1,919.84		$ 25.00	$ 1,300.00	$ 30.00	$ 1,560.00
49	Weed Control (4 times per month March through October)	EA	48		$ 47.99	$ 2,303.52		$ 25.00	$ 1,200.00	$ 20.00	$ 960.00
50	Weed Control (3 times per month November through February)	EA	12		$ 47.99	$ 575.88		$ 25.00	$ 300.00	$ 20.00	$ 240.00
51	Pest Management: Insect and Disease Control (Once a month)	EA	12		$ 50.00	$ 600.00		$ 100.00	$ 1,200.00	$ 50.00	$ 600.00
52	Fertilization (3 times per year)	EA	3		$ 125.00	$ 375.00		$ 200.00	$ 600.00	$ 100.00	$ 300.00
53	Mulch Supply and Install (Once a year)	CY	30		$ 68.00	$ 2,040.00		$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
54	Litter and Debris Pick-Up	YR	1		$ 1,000.00	$ 1,000.00		$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
55	Irrigation System Inspection, Maintenance and Repair Services	YR	1		$ 1,200.00	$ 1,200.00		$ 1,000.00	$ 1,000.00	$ 60.00	$ 60.00
56	Spring Clean-Up	EA	1		$ 900.00	$ 900.00		$ 1,800.00	$ 1,800.00	$ 150.00	$ 150.00
57	Fall Clean-Up	EA	1		$ 900.00	$ 900.00		$ 1,800.00	$ 1,800.00	$ 180.00	$ 180.00
58	Emergency Debris Removal Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
59	Arborist/Horticultural Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
LOCATION NO. 3 TOTAL ANNUAL AMOUNT:					**$**	**28,212.52**		**$**	**37,100.00**	**$**	**15,700.00**
NOTES:								**Calculation Errors**			

Location No. 4: Gregory Moseley Park												
BIDDER'S:			**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
60	Edging	WK	52	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 8.59	$ 446.68	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 10.00	$ 520.00	$ 10.00	$ 520.00
61	Mowing	WK	52			$ 42.94	$ 2,232.88			$ 25.00	$ 1,300.00	$ 250.00	$ 13,000.00
62	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 25.76	$ 1,339.52			$ 10.00	$ 520.00	$ 20.00	$ 1,040.00
63	Tree and Shrub Maintenance	WK	52			$ 17.17	$ 892.84			$ 10.00	$ 520.00	$ 20.00	$ 1,040.00
64	Exterior Color: Plants	WK	52			$ 17.17	$ 892.84			$ 10.00	$ 520.00	$ 10.00	$ 520.00
65	Ground Cover and Beds	WK	52			$ 8.59	$ 446.68			$ 10.00	$ 520.00	$ 10.00	$ 520.00
66	Trails and Trailheads	WK	52			$ 8.59	$ 446.68			$ 10.00	$ 520.00	$ 30.00	$ 1,560.00
67	Parking Lot	WK	52			$ 17.17	$ 892.84			$ 10.00	$ 520.00	$ 30.00	$ 1,560.00
68	Weed Control (4 times per month March through October)	EA	48			$ 22.33	$ 1,071.84			$ 10.00	$ 480.00	$ 80.00	$ 3,840.00
69	Weed Control (3 times per month November through February)	EA	12			$ 22.33	$ 267.96			$ 10.00	$ 120.00	$ 50.00	$ 600.00
70	Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 50.00	$ 600.00			$ 10.00	$ 120.00	$ 50.00	$ 600.00

71	Fertilization (3 times per year)	EA	3		$ 125.00	$ 375.00		$ 20.00	$ 60.00	$ 600.00	$ 1,800.00	
72	Mulch Supply and Install (Once a year)	CY	30		$ 68.00	$ 2,040.00		$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00	
73	Litter and Debris Pick-Up	YR	1		$ 1,000.00	$ 1,000.00		$ 500.00	$ 500.00	$ 200.00	$ 200.00	
74	Irrigation System Inspection, Maintenance and Repair Services	YR	1		$ 1,200.00	$ 1,200.00		$ 250.00	$ 250.00	$ 75.00	$ 75.00	
75	Spring Clean-Up	EA	1		$ 900.00	$ 900.00		$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00	
76	Fall Clean-Up	EA	1		$ 900.00	$ 900.00		$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00	
77	Emergency Debris Removal Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	
78	Arborist/Horticultural Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	
LOCATION NO. 4 TOTAL ANNUAL AMOUNT:					**$**	**17,945.76**		**$**	**21,870.00**	**$**	**29,725.00**	
NOTES:								**Calculation Errors**				

Location No. 5: Fairington Park												
		BIDDER'S:	**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
79 Edging	WK	52			$ 24.88	$ 1,293.76			$ 10.00	$ 520.00	$ 2.00	$ 104.00
80 Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 99.50	$ 5,174.00			$ 10.00	$ 520.00	$ 5.00	$ 260.00
81 Tree and Shrub Maintenance	WK	52			$ 99.50	$ 5,174.00			$ 10.00	$ 520.00	$ 5.00	$ 260.00
82 Exterior Color: Plants	WK	52			$ 49.75	$ 2,587.00			$ 10.00	$ 520.00	$ 2.00	$ 104.00
83 Ground Cover and Beds	WK	52			$ 24.88	$ 1,293.76			$ 10.00	$ 520.00	$ 5.00	$ 260.00
84 Trail and Trailheads	WK	52			$ 74.63	$ 3,880.76			$ 10.00	$ 520.00	$ 2.00	$ 104.00
85 Parking Lots	WK	52			$ 49.75	$ 2,587.00			$ 10.00	$ 520.00	$ 10.00	$ 520.00
86 Weed Control (4 times per month March through October)	EA	48			$ 64.68	$ 3,104.64			$ 10.00	$ 480.00	$ 5.00	$ 240.00
87 Weed Control (3 times per month November through February)	EA	12	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 64.68	$ 776.16	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 10.00	$ 120.00	$ 10.00	$ 120.00
88 Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 50.00	$ 600.00			$ 200.00	$ 2,400.00	$ 5.00	$ 60.00
89 Fertilization (3 times per year)	EA	3			$ 125.00	$ 375.00			$ 200.00	$ 600.00	$ 500.00	$ 1,500.00
90 Mulch Supply and Install (Once a year)	CY	30			$ 68.00	$ 2,040.00			$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
91 Litter and Debris Pick-Up	YR	1			$ 1,000.00	$ 1,000.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
92 Irrigation System Inspection, Maintenance and Repair Services	YR	1			$ 1,200.00	$ 1,200.00			$ 1,000.00	$ 1,000.00	$ 75.00	$ 75.00
93 Spring Clean-Up	EA	1			$ 900.00	$ 900.00			$ 1,800.00	$ 1,800.00	$ 50.00	$ 50.00
94 Fall Clean-Up	EA	1			$ 900.00	$ 900.00			$ 1,800.00	$ 1,800.00	$ 50.00	$ 50.00
95 Emergency Debris Removal Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
96 Arborist/Horticultural Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00
LOCATION NO. 5 TOTAL ANNUAL AMOUNT:					**$**	**34,886.08**			**$**	**25,440.00**	**$**	**6,357.00**

NOTES:			Calculation Errors	

Location No. 6: "Botanical Garden" Fairington Park												
		BIDDER'S:	G&C Lawncare, LLC		Mariani Enterprises, LLC dba Ed Castro Landscape		Turf Lawn Card, LLC		VisionScapes, Inc.		Yellowstone Landscape Southeast	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
97	Edging	WK	52	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 7.82	$ 406.64	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 10.00	$ 520.00	$ 2.00	$ 104.00
98	Mowing	WK	52			$ 39.11	$ 2,033.72			$ 100.00	$ 5,200.00	$ 5.00	$ 260.00
99	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 23.47	$ 1,220.44			$ 50.00	$ 2,600.00	$ 40.00	$ 2,080.00
100	Tree and Shrub Maintenance	WK	52			$ 15.64	$ 813.28			$ 50.00	$ 2,600.00	$ 2.00	$ 104.00
101	Exterior Color: Plants	WK	52			$ 15.64	$ 813.28			$ 100.00	$ 5,200.00	$ 2.00	$ 104.00
102	Ground Cover and Beds	WK	52			$ 7.82	$ 406.64			$ 100.00	$ 5,200.00	$ 20.00	$ 1,040.00
103	Trail and Trailheads	WK	52			$ 7.82	$ 406.64			$ 100.00	$ 5,200.00	$ 4.00	$ 208.00
104	Parking Lots	WK	52			$ 15.64	$ 813.28			$ 10.00	$ 520.00	$ 4.00	$ 208.00
105	Weed Control (4 times per month March through October)	EA	48			$ 20.34	$ 976.32			$ 10.00	$ 480.00	$ 2.00	$ 96.00
106	Weed Control (3 times per month November through February)	EA	12			$ 20.34	$ 244.08			$ 10.00	$ 120.00	$ 2.00	$ 24.00
107	Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 50.00	$ 600.00			$ 100.00	$ 1,200.00	$ 20.00	$ 240.00
108	Fertilization (3 times per year)	EA	3			$ 125.00	$ 375.00			$ 200.00	$ 600.00	$ 60.00	$ 180.00
109	Mulch Supply and Install (Once a year)	CY	30			$ 68.00	$ 2,040.00			$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
110	Litter and Debris Pick-Up	YR	1			$ 1,000.00	$ 1,000.00			$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00
111	Irrigation System Inspection, Maintenance and Repair Services	YR	1			$ 1,200.00	$ 1,200.00			$ 1,000.00	$ 1,000.00	$ 10.00	$ 10.00
112	Spring Clean-Up	EA	1			$ 900.00	$ 900.00			$ 1,800.00	$ 1,800.00	$ 50.00	$ 50.00
113	Fall Clean-Up	EA	1			$ 900.00	$ 900.00			$ 1,800.00	$ 1,800.00	$ 50.00	$ 50.00
114	Emergency Debris Removal Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
115	Arborist/Horticultural Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
	LOCATION NO. 6 TOTAL ANNUAL AMOUNT:					$	17,149.32			$	47,640.00	$	7,308.00
	NOTES:									Calculation Errors			

Location No. 7: Everett Park												
		BIDDER'S:	G&C Lawncare, LLC		Mariani Enterprises, LLC dba Ed Castro Landscape		Turf Lawn Card, LLC		VisionScapes, Inc.		Yellowstone Landscape Southeast	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
116	Edging	WK	52			$ 7.84	$ 407.68			$ 25.00	$ 1,300.00	$ 2.00	$ 104.00
117	Mowing	WK	52			$ 39.20	$ 2,038.40			$ 50.00	$ 2,600.00	$ 5.00	$ 260.00
118	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 23.52	$ 1,223.04			$ 100.00	$ 5,200.00	$ 20.00	$ 1,040.00

119	Tree and Shrub Maintenance	WK	52		$ 15.68	$ 815.36		$ 100.00	$ 5,200.00	$ 2.00	$ 104.00	
120	Exterior Color: Plants	WK	52		$ 15.68	$ 815.36		$ 10.00	$ 520.00	$ 2.00	$ 104.00	
121	Ground Cover and Beds	WK	52		$ 7.84	$ 407.68		$ 25.00	$ 1,300.00	$ 10.00	$ 520.00	
122	Trail and Trailheads	WK	52		$ 7.84	$ 407.68		$ 200.00	$ 10,400.00	$ 10.00	$ 520.00	
123	Parking Lots	WK	52		$ 15.68	$ 815.36		$ 50.00	$ 2,600.00	$ 30.00	$ 1,560.00	
124	Weed Control (4 times per month March through October)	EA	48	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 20.38	$ 978.24	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 100.00	$ 4,800.00	$ 5.00	$ 240.00	
125	Weed Control (3 times per month November through February)	EA	12		$ 20.38	$ 244.56		$ 100.00	$ 1,200.00	$ 5.00	$ 60.00	
126	Pest Management: Insect and Disease Control (Once a month)	EA	12		$ 50.00	$ 600.00		$ 100.00	$ 1,200.00	$ 5.00	$ 60.00	
127	Fertilization (3 times per year)	EA	3		$ 125.00	$ 375.00		$ 200.00	$ 600.00	$ 20.00	$ 60.00	
128	Mulch Supply and Install (Once a year)	CY	30		$ 68.00	$ 2,040.00		$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00	
129	Litter and Debris Pick-Up	YR	1		$ 1,000.00	$ 1,000.00		$ 1,800.00	$ 1,800.00	$ 200.00	$ 200.00	
130	Irrigation System Inspection, Maintenance and Repair Services	YR	1		$ 1,200.00	$ 1,200.00		$ 1,000.00	$ 1,000.00	$ 10.00	$ 10.00	
131	Spring Clean-Up	EA	1		$ 900.00	$ 900.00		$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00	
132	Fall Clean-Up	EA	1		$ 900.00	$ 900.00		$ 1,800.00	$ 1,800.00	$ 100.00	$ 100.00	
133	Emergency Debris Removal Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00	
134	Arborist/Horticultural Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00	
LOCATION NO. 7 TOTAL ANNUAL AMOUNT:					**$ 17,168.36**			**$ 55,820.00**		**$ 7,392.00**		
NOTES:								**Calculation Errors**				

Location No. 8: Panola Shoals												
		BIDDER'S:	**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
DESCRIPTION		UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
135	Edging	WK	52			$ 12.64	$ 657.28			$ 10.00	$ 520.00	$ 5.00	$ 260.00
136	Mowing	WK	52			$ 63.18	$ 3,285.36			$ 50.00	$ 2,600.00	$ 100.00	$ 5,200.00
137	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 37.91	$ 1,971.32			$ 100.00	$ 5,200.00	$ 40.00	$ 2,080.00
138	Tree and Shrub Maintenance	WK	52			$ 25.27	$ 1,314.04			$ 100.00	$ 5,200.00	$ 10.00	$ 520.00
139	Exterior Color: Plants	WK	52			$ 25.27	$ 1,314.04			$ 10.00	$ 520.00	$ 2.00	$ 104.00
140	Ground Cover and Beds	WK	52			$ 12.64	$ 657.28			$ 10.00	$ 520.00	$ 10.00	$ 520.00
141	Trail and Trailheads	WK	52			$ 12.64	$ 657.28			$ 200.00	$ 10,400.00	$ 50.00	$ 2,600.00
142	Parking Lots	WK	52			$ 25.27	$ 1,314.04			$ 10.00	$ 520.00	$ 50.00	$ 2,600.00
143	Weed Control (4 times per month March through October)	EA	48	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 32.85	$ 1,576.80	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 100.00	$ 4,800.00	$ 10.00	$ 480.00
144	Weed Control (3 times per month November through February)	EA	12			$ 32.85	$ 394.20			$ 100.00	$ 1,200.00	$ 10.00	$ 120.00
145	Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 50.00	$ 600.00			$ 100.00	$ 1,200.00	$ 20.00	$ 240.00

146	Fertilization (3 times per year)	EA	3		$ 125.00	$ 375.00		$ 200.00	$ 600.00	$ 60.00	$ 180.00	
147	Mulch Supply and Install (Once a year)	CY	30		$ 68.00	$ 2,040.00		$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00	
148	Litter and Debris Pick-Up	YR	1		$ 1,000.00	$ 1,000.00		$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00	
149	Irrigation System Inspection, Maintenance and Repair Services	YR	1		$ 1,200.00	$ 1,200.00		$ 500.00	$ 500.00	$ 10.00	$ 10.00	
150	Spring Clean-Up	EA	1		$ 900.00	$ 900.00		$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00	
151	Fall Clean-Up	EA	1		$ 900.00	$ 900.00		$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00	
152	Emergency Debris Removal Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	
153	Arborist/Horticultural Services	LS	1		$ 1,000.00	$ 1,000.00		$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	
	LOCATION NO. 8 TOTAL ANNUAL AMOUNT:				**$**	**22,156.64**		**$**	**53,080.00**	**$**	**17,764.00**	
	NOTES:							**Calculation Errors**				

Location No. 9: Miller Grove Park (Coming Soon)												
	BIDDER'S:			**G&C Lawncare, LLC**		**Mariani Enterprises, LLC dba Ed Castro Landscape**		**Turf Lawn Card, LLC**		**VisionScapes, Inc.**		**Yellowstone Landscape Southeast**	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
154	Edging	WK	52			$ 7.77	$ 404.04			$ 20.00	$ 1,040.00	$ 5.00	$ 260.00
155	Mowing	WK	52			$ 38.86	$ 2,020.72			$ 50.00	$ 2,600.00	$ 80.00	$ 4,160.00
156	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52			$ 23.32	$ 1,212.64			$ 100.00	$ 5,200.00	$ 10.00	$ 520.00
157	Tree and Shrub Maintenance	WK	52			$ 15.55	$ 808.60			$ 100.00	$ 5,200.00	$ 10.00	$ 520.00
158	Exterior Color: Plants	WK	52			$ 15.55	$ 808.60			$ 10.00	$ 520.00	$ 2.00	$ 104.00
159	Ground Cover and Beds	WK	52			$ 7.77	$ 404.04			$ 10.00	$ 520.00	$ 10.00	$ 520.00
160	Trail and Trailheads	WK	52			$ 7.77	$ 404.04			$ 200.00	$ 10,400.00	$ 50.00	$ 2,600.00
161	Parking Lots	WK	52			$ 15.55	$ 808.60			$ 20.00	$ 1,040.00	$ 50.00	$ 2,600.00
162	Weed Control (4 times per month March through October)	EA	48	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 20.21	$ 970.08	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 100.00	$ 4,800.00	$ 10.00	$ 480.00
163	Weed Control (3 times per month November through February)	EA	12			$ 20.21	$ 242.52			$ 100.00	$ 1,200.00	$ 10.00	$ 120.00
164	Pest Management: Insect and Disease Control (Once a month)	EA	12			$ 50.00	$ 600.00			$ 100.00	$ 1,200.00	$ 20.00	$ 240.00
165	Fertilization (3 times per year)	EA	3			$ 125.00	$ 375.00			$ 200.00	$ 600.00	$ 60.00	$ 180.00
166	Mulch Supply and Install (Once a year)	CY	30			$ 68.00	$ 2,040.00			$ 60.00	$ 1,800.00	$ 75.00	$ 2,250.00
167	Litter and Debris Pick-Up	YR	1			$ 1,000.00	$ 1,000.00			$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00
168	Irrigation System Inspection, Maintenance and Repair Services	YR	1			$ 1,200.00	$ 1,200.00			$ 500.00	$ 500.00	$ 60.00	$ 60.00
169	Spring Clean-Up	EA	1			$ 900.00	$ 900.00			$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00
170	Fall Clean-Up	EA	1			$ 900.00	$ 900.00			$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00
171	Emergency Debris Removal Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
172	Arborist/Horticultural Services	LS	1			$ 1,000.00	$ 1,000.00			$ 5,000.00	$ 5,000.00	$ 50.00	$ 50.00
	LOCATION NO. 9 TOTAL ANNUAL AMOUNT:					**$**	**17,098.88**			**$**	**54,120.00**	**$**	**15,114.00**
										Calculation Errors			

BIDDER'S:	G&C Lawncare, LLC	Mariani Enterprises, LLC dba Ed Castro Landscape	Turf Lawn Card, LLC	VisionScapes, Inc.	Yellowstone Landscape Southeast
ANNUAL COST AMOUNT:	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 476,874.21	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 526,220.00	$ 281,380.00
INITIAL TOTAL COST AMOUNT FOR THREE YEAR TERM AGREEMENT:		$ 1,430,622.63		$ 1,578,660.00	$ 844,140.00
RECOMMENDATION TO AWARD:					AWARD
TOTAL INITIAL 3 YEAR CONTRACT TERM: $1,775,114.04					
TOTAL COST AMOUNT (RENEWAL OPTION 1 "YEAR 4" WITH 3% INCREASE):	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 491,180.44	NON-RESPONSIVE AND NON-RESPONSIBLE.	$ 542,006.60	$ 289,821.40
TOTAL COST AMOUNT (RENEWAL OPTION 2 "YEAR 5" WITH 3% INCREASE):		$ 505,915.85		$ 558,266.80	$ 298,516.04
POTENTIAL TOTAL COST WITH RENEWAL OPTIONS:		$ 2,427,718.92		$ 2,678,933.40	$ 1,432,477.44

CORRECTED: RECOMMENDATION FOR AWARD: The bases of award is to the lowest responsive and responsible bidders. Yellowstone Landscape Southeast is the lowest responsive and responsible bidder. G&C Lawncares, LLC is non-responsive and non-responsible to the solicitation and it's requirements. They did not submit Revised Attachment "B" - Bid Cost Proposal Form (Bid Sheet) provided in Addendum No. 2. Turf Lawn Card, LLC. has been deemed non-responsive and non-responsible to the solicitation and it's requirements. They did not provide the pesticide applicator and other licenses with their submittal.

Prepared by: Tanisha Boynton, Procurement Manager/Procurement Official

ADDITIONAL SERVICES AND CHARGES (OPTIONAL)

	BIDDER'S:			G&C Lawncare, LLC		Mariani Enterprises, LLC dba Ed Castro Landscape		Turf Lawn Card, LLC		VisionScapes, Inc.		Yellowstone Landscape Southeast	
	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
173	Edging	WK	1	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 40.00	$ 40.00	NON-RESPONSIVE AND NON-RESPONSIBLE.		$ 100.00	$ 100.00	$ 10.00	$ 10.00
174	Mowing	WK	1			$ 195.00	$ 195.00			$ 250.00	$ 250.00	$ 10.00	$ 10.00
175	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1			$ 120.00	$ 120.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
176	Tree and Shrub Maintenance	WK	1			$ 85.00	$ 85.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
177	Exterior Color: Plants	WK	1			$ 80.00	$ 80.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
178	Ground Cover and Beds	WK	1			$ 70.00	$ 70.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
180	Parking Lots	WK	1			$ 80.00	$ 80.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
181	Weed Control (4 times per month March through October)	EA	1			$ 100.00	$ 100.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
182	Weed Control (3 times per month November through February)	EA	1			$ 100.00	$ 100.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
183	Pest Management: Insect and Disease Control (Once a month)	EA	1			$ 90.00	$ 90.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
184	Fertilization (3 times per year)	EA	1			$ 200.00	$ 200.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
185	Mulch Supply and Install (Once a year)	CY	1			$ 2,100.00	$ 2,100.00			$ 100.00	$ 100.00	$ 10.00	$ 10.00
186	Litter and Debris Pick-Up	YR	1			$ 1,200.00	$ 1,200.00			$ 1,800.00	$ 1,800.00	$ 10.00	$ 10.00
187	Irrigation System Inspection, Maintenance and Repair Services	YR	1			$ 3,000.00	$ 3,000.00			$ 1,000.00	$ 1,000.00	$ 10.00	$ 10.00
188	Spring Clean-Up	EA	1			$ 1,750.00	$ 1,750.00			$ 2,500.00	$ 2,500.00	$ 10.00	$ 10.00
189	Fall Clean-Up	EA	1			$ 1,750.00	$ 1,750.00			$ 2,500.00	$ 2,500.00	$ 10.00	$ 10.00
191	Arborist/Horticultural Services	LS	1			$ 1,200.00	$ 1,200.00			$ 5,000.00	$ 5,000.00	$ 10.00	$ 10.00

ITB-0013-25, PARKS, SPORTS FIELDS, AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES					
BIDDER'S:	**G&C LAWNCARE, LLC 2500 Field Spring Dr, Lithonia, GA, 30058, USA (NON-RESPONSIVE AND NON-RESPONSIBLE)**	**MARIANI ENTERPRISES, LLC 1125 OLD ELLIS ROAD, ATLANTA, GA, 30076, USA**	**TURF LAWN CARE, LLC 45 Dairyland Dr, Covington, GA, 30016, USA (NON-RESPONSIVE AND NON-RESPONSIBLE)**	**VISIONSCAPES, INC 1767 FELLOWSHIP ROAD, TUCKER, GA, 30084, USA**	**YELLOWSTONE LANDSCAPE, INC 4386 LILBURN INDUSTRIAL WAY, LILBURN GA, 30044**
Type of Business	**LLC**	**LLC**	**LLC**	**INC**	**INC**
License to work in the State of Georgia (Georgia Corporation Division) **PLEASE NOTE: THIS IS NOT BEING USED IN THIS EVALUATION PROCESS AND IS NOT A PART OF THE EVALUATION CRITERIA REQUIREMENTS.**					
Business License in Georgia	**YES**	**YES**	**YES**	**YES**	**YES**
Special Terms and Conditions: Required Certicate(s)/License(s)					
Submitted Required Licenses/Certificate etc.	**YES**	**YES**	**YES**	**YES**	**YES**
Required Licenses: Landscape Technician, Licensed Arborist, Licensed Horticultural Specialist	**YES**	**YES**	**NO**	**YES**	**YES**
Other Licenses: Licensed Pesticide Applicator and License Pest Control	**YES**	**YES**	**NO**	**YES**	**YES**
Attachment "A" - Bidders's Required Forms					
Bidder's Certification	**YES**	**YES**	**YES**	**YES**	**YES**
Statement of Qualifications	**YES**	**YES**	**YES**	**YES**	**YES**
Authorized Signatories	**YES**	**YES**	**YES**	**YES**	**YES**
Purchasing Policy Addendum	**YES**	**YES**	**YES**	**YES**	**YES**

Conflict of Interest Disclosure Form	**YES**	**YES**	**YES**	**YES**	**YES**
Affidavit Verifying Status for City Public Benefit Application	**YES**	**YES**	**YES**	**YES**	**YES**
Drug-Free Workplace	**YES**	**YES**	**YES**	**YES**	**YES**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify)	**YES**	**YES**	**YES**	**YES**	**YES**
Subcontractor Affidavit under O.C.G.A 13-10-91	**YES**	**N/A**	**N/A**	**N/A**	**N/A**
Indeminification Clause	**YES**	**YES**	**YES**	**YES**	**YES**
Non-Collusion Statement	**YES**	**YES**	**YES**	**YES**	**YES**
Vendor Certification Regarding Scrutinized Companies List	**YES**	**YES**	**YES**	**YES**	**YES**
Bidder Required References: Three (3)	**YES**	**YES**	**YES**	**YES**	**YES**
Attachment "B" - Bid Cost Proposal Form - Bid Sheet					
Attachment "B" - Bid Cost Proposal Form - Bid Sheet	**NO**	**YES**	**YES**	**YES**	**YES**
EXCEPTIONS TAKEN TO ITB BY BIDDER (Statement of Qualifications)	**YES**	**YES**	**YES**	**YES**	**YES**
Additional Comment:	**Non-Responsive and Non-Responsible: Did not submit REVISED Attachment "B" - Bid Cost Proposal (Bid Sheet) provided in Addendum No. 2**		**Non-Responsive and Non-Responsible: Did not submit Licensed Pesticide Applicator and License Pest Control**		
Prepared by: Tanisha Boynton, Procurement Manager/Procurement Official					

REVISED

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services.

* **NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

Bidder Company Name: Yellowstone Landscape Southeast

FEID #: 80-0144209

Address: 4386 Lilburn Industrial Way Lilburn GA

Authorized Signature: Cliff McA Date: 10/16/25 Phone: 770-312-4285 Fax: _____

E-mail: CMcAllister@yellowstonelandscape.com Printed / Typed: Cliff McAllister Title: Business Development

B-1

Location No. 1: Browns Mill Park Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	52	$ 150	$ 7,800
2	Mowing	WK	52	$ 300	$ 15,600
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 150	$ 7,800
4	Tree and Shrub Maintenance	WK	52	$ 100	$ 5,200
5	Exterior Color: Plants	WK	52	$ 50	$ 2,600
6	Ground Cover and Beds	WK	52	$ 50	$ 2,600
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$ 150	$ 7,800
8	Seven Point Chemical Program	YR	1	$ 10,000	$ 10,000
9	Parking Lots	WK	52	$ 30	$ 1,560
10	Weed Control (4 times per month March through October)	EA	48	$ 40	$ 1,920
11	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
12	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
13	Fertilization (3 times per year)	EA	3	$ 100	$ 300
14	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2,250
	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

15					
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 100	$ 100
17	Spring Clean-Up	EA	1	$ 200	$ 200
18	Fall Clean-Up	EA	1	$ 200	$ 200
19	Emergency Debris Removal Services	LS	1	$ 100	$ 100
20	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 67,170

Location No. 2: Southeast Athletic Complex					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
21	Edging	WK	52	$ 150	$ 7,800
22	Mowing	WK	52	$ 400	$ 20,800
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 150	$ 7,800
24	Tree and Shrub Maintenance	WK	52	$ 100	$ 5200
25	Exterior Color: Plants	WK	52	$ 50	$ 2,600
26	Ground Cover and Beds	WK	52	$ 50	$ 2,600
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$ 770	$ 40,040
28	Seven Point Chemical Program	YR	1	$ 20,000	$ 20,000
29	Parking Lots	WK	52	$ 30	$ 1,560
30	Weed Control (4 times per month March through October)	EA	48	$ 20	$ 960
31	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
32	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
33	Fertilization (3 times per year)	EA	3	$ 500	$ 1,500
34	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250

35	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 100	$ 100
37	Spring Clean-Up	EA	1	$ 200	$ 200
38	Fall Clean-Up	EA	1	$ 200	$ 200
39	Emergency Debris Removal Services	LS	1	$ 100	$ 100
40	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 114,850

Location No. 3: Salem Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
41	Edging	WK	52	$ 10	$ 520
42	Mowing	WK	52	$ 75	$ 3,900
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1,040
44	Tree and Shrub Maintenance	WK	52	$ 20	$ 1,040
45	Exterior Color: Plants	WK	52	$ 10	$ 520
46	Ground Cover and Beds	WK	52	$ 10	$ 520
47	Trails and Trailheads	WK	52	$ 30	$ 1,560
48	Parking Lots	WK	52	$ 30	$ 1,560
49	Weed Control (4 times per month March through October)	EA	48	$ 20	$ 960
50	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
51	Fertilization (3 times per year)	EA	3	$ 100	$ 300
52	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2,250
53	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

54	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 60	$ 60
55	Spring Clean-Up	EA	1	$ 150	$ 150
56	Fall Clean-Up	EA	1	$ 180	$ 180
57	Emergency Debris Removal Services	LS	1	$ 50	$ 50
58	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 15,700

Location No. 4: Gregory Moseley Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
59	Edging	WK	52	$ 10	$ 520
60	Mowing	WK	52	$ 250	$ 13,000
61	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1,040
62	Tree and Shrub Maintenance	WK	52	$ 20	$ 1,040
63	Exterior Color: Plants	WK	52	$ 10	$ 520
64	Ground Cover and Beds	WK	52	$ 10	$ 520
65	Trails and Trailheads	WK	52	$ 30	$ 1,560
66	Parking Lots	WK	52	$ 30	$ 1,560
67	Weed Control (4 times per month March through October)	EA	48	$ 80	$ 3,840
68	Weed Control (3 times per month November through February)	EA	12	$ 50	$ 600
69	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
70	Fertilization (3 times per year)	EA	3	$ 600	$ 1,800
71	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
72	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

73	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 75	$ 75
73	Spring Clean-Up	EA	1	$ 200	$ 200
74	Fall Clean-Up	EA	1	$ 200	$ 200
75	Emergency Debris Removal Services	LS	1	$ 100	$ 100
76	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 29,725

Location No. 5: Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
76	Edging	WK	52	$ 2	$ 104
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 5	$ 260
78	Tree and Shrub Maintenance	WK	52	$ 5	$ 260
79	Exterior Color: Plants	WK	52	$ 2	$ 104
80	Ground Cover and Beds	WK	52	$ 5	$ 260
81	Trail and Trailheads	WK	52	$ 2	$ 104
82	Parking Lots	WK	52	$ 10	$ 520
83	Weed Control (4 times per month March through October)	EA	48	$ 5	$ 240
84	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 5	$ 60
86	Fertilization (3 times per year)	EA	3	$ 500	$ 1500
87	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
88	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 75	$ 75
	Spring Clean-Up	EA	1	$ 50	$ 50

90					
91	Fall Clean-Up	EA	1	$ 50	$ 50
92	Emergency Debris Removal Services	LS	1	$ 100	$ 100
93	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 6,357

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
94	Edging	WK	52	$ 2	$ 104
95	Mowing	WK	52	$ 5	$ 260
96	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 40	$ 2080
98	Tree and Shrub Maintenance	WK	52	$ 2	$ 104
99	Exterior Color: Plants	WK	52	$ 2	$ 104
100	Ground Cover and Beds	WK	52	$ 20	$ 1,040
101	Trails and Trailheads	WK	52	$ 4	$ 208
102	Parking Lots	WK	52	$ 4	$ 208
103	Weed Control (4 times per month March through October)	EA	48	$ 2	$ 96
104	Weed Control (3 times per month November through February)	EA	12	$ 2	$ 24
105	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
106	Fertilization (3 times per year)	EA	3	$ 60	$ 180
107	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
108	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
109	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

110	Spring Clean-Up	EA	1	$ 50	$ 50
111	Fall Clean-Up	EA	1	$ 50	$ 50
112	Emergency Debris Removal Services	LS	1	$ 50	$ 50
113	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 7,308

Location No. 7: Everett Park					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
114	Edging	WK	52	$ 2	$ 104
115	Mowing	WK	52	$ 5	$ 260
116	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1040
117	Tree and Shrub Maintenance	WK	52	$ 2	$ 104
118	Exterior Color: Plants	WK	52	$ 2	$ 104
119	Ground Cover and Beds	WK	52	$ 10	$ 520
120	Trails and Trailheads	WK	52	$ 10	$ 520
121	Parking Lots	WK	52	$ 30	$ 1560
122	Weed Control (4 times per month March through October)	EA	48	$ 5	$ 240
123	Weed Control (3 times per month November through February)	EA	12	$ 5	$ 60
124	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 5	$ 60
125	Fertilization (3 times per year)	EA	3	$ 20	$ 60
126	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
127	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
128	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

129	Spring Clean-Up	EA	1	$ 100	$ 100
130	Fall Clean-Up	EA	1	$ 100	$ 100
131	Emergency Debris Removal Services	LS	1	$ 50	$ 50
132	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 7392

Location No. 8: Panola Shoals					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
133	Edging	WK	52	$ 5	$ 260
134	Mowing	WK	52	$ 100	$ 5200
135	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 40	$ 2080
136	Tree and Shrub Maintenance	WK	52	$ 10	$ 520
137	Exterior Color: Plants	WK	52	$ 2	$ 104
138	Ground Cover and Beds	WK	52	$ 10	$ 520
139	Trails and Trailheads	WK	52	$ 50	$ 2600
140	Parking Lots	WK	52	$ 50	$ 2600
141	Weed Control (4 times per month March through October)	EA	48	$ 10	$ 480
142	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
143	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
144	Fertilization (3 times per year)	EA	3	$ 60	$ 180
145	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
146	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
147	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

148	Spring Clean-Up	EA	1	$ 100	$ 100
149	Fall Clean-Up	EA	1	$ 100	$ 100
150	Emergency Debris Removal Services	LS	1	$ 100	$ 100
151	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 17,764

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
152	Edging	WK	52	$ 5	$ 260
153	Mowing	WK	52	$ 80	$ 4160
154	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 10	$ 520
155	Tree and Shrub Maintenance	WK	52	$ 10	$ 520
156	Exterior Color: Plants	WK	52	$ 2	$ 104
157	Ground Cover and Beds	WK	52	$ 10	$ 520
158	Trails and Trailheads	WK	52	$ 50	$ 2600
159	Parking Lots	WK	52	$ 50	$ 2600
160	Weed Control (4 times per month March through October)	EA	48	$ 10	$ 480
161	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
162	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
163	Fertilization (3 times per year)	EA	3	$ 60	$ 180
164	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
165	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
166	Irrigation Maintenance and Repair Services	YR	1	$ 60	$ 60

167	Spring Clean-Up	EA	1	$ 100	$ 100
168	Fall Clean-Up	EA	1	$ 100	$ 100
169	Emergency Debris Removal Services	LS	1	$ 50	$ 50
170	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 15114

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	**$** 281,380
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	**$** 844,140
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	**$** 281,380
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	**$** 281,380
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS	**$** 1,406,900

ADDITIONAL SERVICES					
ITEM NO.	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**	**Total Price**
1	Edging	WK	1	$ 10	$ 10
2	Mowing	WK	1	$ 10	$ 10
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1	$ 10	$ 10
4	Tree and Shrub Maintenance	WK	1	$ 10	$ 10
5	Exterior Color: Plants	WK	1	$ 10	$ 10
6	Ground Cover and Beds	WK	1	$ 10	$ 10
7	Parking Lots	WK	1	$ 10	$ 10
8	Weed Control (4 times per month March through October)	EA	48	$ 10	$ 10
9	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 10
10	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 10	$ 10
11	Fertilization (3 times per year)	EA	3	$ 10	$ 10
12	Mulch Supply and Install (Once a year)	YR	1	$ 10	$ 10
13	Litter and Debris Pick-Up	YR	1	$ 10	$ 10
14	Spring Clean-Up	EA	1	$ 10	$ 10
	Fall Clean-Up	EA	1	$ 10	$ 10

15					
16	Arborist/Horticultural Services	EA	1	$	$
17	Irrigation Inspection, Maintenance and Repair Services	EA	1	$	$

Yellowstone Landscape
4386 Lilburn Industrial Way
Lilburn, GA 30047
www.yellowstonelandscape.com

October 16, 2025

City of Stonecrest

Re: ITB – 0013-25
Parks, Sports Fields and Trails – Landscape and Maintenance Services

Dear Evaluation Committee,

Thank you for considering a partnership with Yellowstone Landscape as your Parks Maintenance provider. We did took note of the scope and answers to questions and have made efforts to provide our experience in city parks maintenance that would not only benefit from the competition but also prove to that we ae a very capable and SAFE Parks Maintenance Company.

We are currently under contract with, ***City of Brookhaven Parks***, City of Duluth, City of Johns Creek, City of Chamblee, City of Avondale, City of Stockbridge Tucker Northlake CID, Metro South CID, County of Gwinnett, and Roswell Fire Stations, where we manage the landscape on Streetscapes, ROW, medians and city/county facilities such as courthouses, public works, police stations, fire stations and parks. We have had the previous 8 years working for DeKalb County Schools managing over 150 sites and athletic fields. We have trucks and equipment that are enough to easily ramp up and take on Stonecrest Parks Maintenance.

The keyword for this solicitation response and for the county residence, is ***SAFETY in public places and the Parks.*** The goal of this proposal is to convey that Yellowstone Landscape is positioned well to execute this scope of work but also act as a partner to develop schedules and routes for all the areas in a safe and professional manner.

Yellowstone is not under any current litigation. We have not defaulted on any contracts. As stated later in this proposal, we have many public sector clients who could speak highly of our commitment to executing contracts like Stonecrest.

1. **Point of Contact for Contract Negotiations:**
   Cliff McAllister - Business Development Manager
   Cell - 770-312-4285
2. **Branch Manager**
   Aaron Gaffney – Lilburn Branch and Operations Manager
   Cell- 678-756-1895
3. **Senior Account Manager**
   Randy Gibson – Dekalb Municipal Accounts
   Cell – 678-977-0856

Cliff, Aaron and Randy mentioned above would continue to be the point of contact. However, Charles will step in as the day-to-day project manager. If awarded this job, it would be managed and run from our Gwinnett East Atlanta Branch, which is 20 minutes from most of the parks.

As mentioned earlier in this letter, Yellowstone has been managing municipal sites for 10 years in the Atlanta metro area. We have testimonials from many happy city managers that could speak to frustrations with quasi-landscape companies struggling to execute the Scope or Work until working with Yellowstone Landscape.

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the idea of **interviewing** our team who would be assigned to this project. I've had clients tell me that a proposal helps narrow the field, but an interview will allow the evaluation team a chance to know the company.

Sincerely,

Cliff McAllister

Cliff McAllister
Business Development Manager
cmcallister@yellowstonelandscape.com
770-312-4285

Yellowstone Landscape Profile Summary

Yellowstone Landscape understands that the ***City of Stonecrest*** demands a landscape maintenance partner that is not only qualified to perform the required services, but one that has a firm business foundation and will always act as a responsible vendor. Your parks, ball fields and facilities deserve a partner that has a history of successfully managing municipality landscape maintenance contracts and has worked with its clients to develop mutually beneficial and successful partnerships that span across the years.

Yellowstone Landscape began with the combination of two independently successful, regional landscape companies – Austin Outdoor and BIO Landscape. In 2008, the two companies joined together with a shared goal to better serve clients across the South, uniting more than fifty years of combined experience in governmental, school, municipality and private based mowing and landscaping maintenance.

Our firm has been providing high quality, award-winning landscape and mowing services to communities and public sector clients across the South since our inception. With a strong financial position, bolstered by an established working capital partnership, and one of the industry's most respected leadership teams, Yellowstone Landscape is dedicated to the highest quality, timely and safety that the ***City of Stonecrest*** requires and deserves. It is our goal to inspire pride and promote a strong sense of community among all who attend and visit.

Yellowstone is proud to be among the country's leaders in commercial landscaping, with more than 5000 associates servicing more than 3500 clients each year. We attribute our company's strong growth to several new and exciting partnerships that we have forged with public sector clients across Florida, Georgia, South Carolina, North Carolina, Virginia, Tennessee, Ohio, Illinois, New Jersey, Texas, Nevada, New Mexico and Arizona. Partnerships with managed communities, cities, counties, and schools across the South have prepared Yellowstone Landscape to effectively manage a vast array of properties at the levels that we all expect.

What sets Yellowstone Landscape apart from other commercial landscaping firms is not our size, our equipment, or our facilities. What sets us apart is the service philosophy that we've developed, based on our clients' feedback. Our clients are some of the South's most demanding. Tailoring our approach to their unique needs and expectations are how we have come to realize that our success is directly linked to our clients' success.

There is no better way to summarize our mission than our strategic principle, which we use to guide our daily service delivery – "**Excellence in Commercial Landscaping**."

Yellowstone Landscape Profile Summary

Sub Consultants – Although Yellowstone has many in-house services and resources to offer our wide client base, we also partner with companies to fulfill our growth potential. We will most likely be using the following companies as partners.

- Simply Flowers – Annual flower beds and pots installation and maintenance
- Swift Straw - Pinestraw, and mulch

Safety - It's Everyone's Responsibility

Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards
for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve ALL of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and
conduct hazard audits of our own operations. Our Human Resources Manager leads an active Safety Team that has developed safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and "near- miss" to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us to ensure a safe workplace for everyone.

Yellowstone Landscape understands that safety is everyone's responsibility. That's why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders, and Administrative Employees. Leadership Team:
Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company.

Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 30 local branch operations facilities across 8 states in the South and Southwest. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded $430,000,000 in 2021. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of $30 million, with bonding capacity up to $50 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:
Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312-638-4042

Methodology

Yellowstone is committed to building relationships with Municipal and County agencies throughout the county. We understand that each system or stand-alone campus requires slightly different scopes of work to fit certain geographic regions and financial budgets.

Specifically, for Stonecrest Landscape Maintenance Services, we built our approach to execute this contract considering all criteria described in this specific scope of work. We have taken extreme measures and details to understand the expectations and measure the service areas within the park boundaries.

As mentioned, we performed a thorough due diligence taking notes and pictures as we walked and drove to completely understand what it would take to complete each Park. We have included a sample description of each service.

The comprehensive plan to execute these services is to provide the following:

- The Mulch and Pinestraw Installation
- The Ongoing Landscape Maintenance Service
- The Fertilization and Weed Control
- The Athletic Field Management
- Spring and Fall Cleanup

The following pages will continue to describe our methodology that we are proposing to meet the terms and scope of this contract which includes 2 fully equipped crews ranging from 3-4 dedicated employees on each crew. We intend to use large width cutting decks on our mowers. Also important to our success is to use Zero Turn Mowers with increased HP and versatility and a minimum of 72". These mowers are intended for the larger grass areas. All turf closer to the building foundation will be mown with an Exmark or John Deere walk behind with a mulch kit and sealed side discharge. This greatly reduces rocks or debris from being thrown. We want to have durable, versatile, and powerful mowers that we can mow common grounds safely and efficiently as well as closely mown athletic fields.

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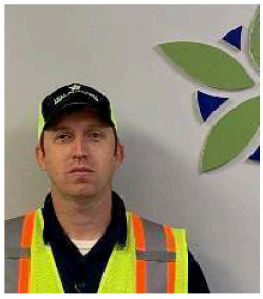
Local Leadership Team

Your local **Branch Atlanta East** team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a summary of the experience that selected members of our local leadership team bring to your property.



Jeff Barksdale, *Branch Operations Manager*: Jeff has been with Yellowstone for 10+ years starting out as an Account Manager and worked his way to Branch Manager through his dedication and strong work ethic. Jeff has been in the Landscape Industry for over 16 years in various roles. Jeff has a degree from the Certifications one being a *Certified Arborist* for the state of GA along with his Pesticide Applicators License. Jeff has been a major part of growing our Atl. East Branch. Jeff graduated from the University of Georgia in ***Turf Management***.



Randy Gibson, *Sr. Account Manager*: Randy has been in the Landscape Industry for 28+years. Randy worked previously with the Brickman Group before coming to Yellowstone where he played a major role in developing their Operations in Atlanta and surrounding counties. Randy has achieved much success from setting his self apart by the quality of work and setting the standard for his teams. You will not find a more detailed person at Yellowstone. Randy manages our Dekalb County portfolio of schools which consist of over 160 locations. He oversees the ***Synthetic Field Team*** who maintains 26 fields.

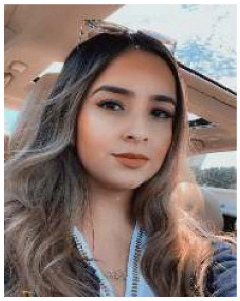


Kevin Moon, *Account Manager*: Kevin has been with Yellowstone for 6+ years. Before joining Yellowstone, Kevin owned his own landscape business where he focused on high end residential and commercial sites. He grew up in Gwinnett County and now resided with his family in Oconee County. He quickly adapted to commercial landscape management at Yellowstone and is a veteran on our management team. Kevin manages public sites. Some examples are Drew Charter School and City of Chamblee. Before reorganization, he managed Jackson County Schools.

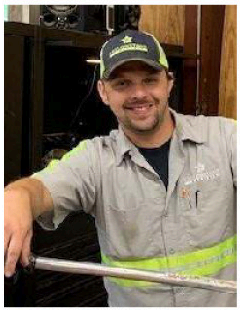


Aaron Gaffney, *Operations Manager*: Aaron has been with Yellowstone for 1+ years. Before joining Yellowstone, Aaron was instrumental in all phases of operations. He has been responsible for both company growth while providing top notch service for large commercial sites. He has worked for many companies and gained valuable experience in the commercial landscape in the Atlanta metro area. He grew up in Gwinnett County and resides with his family in Habersham County.

Local Leadership Team



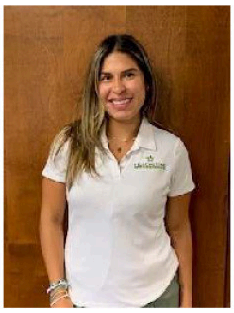
Alma Rosa Guzman, *Branch Office Manager*: Alma has been with Yellowstone for 4+years. Her prior job was an office manager at another local commercial landscape company. Through her dedication and strong work ethic, Alma has solidified her role at Yellowstone. She handles various tasks including but not limited to accounting, new employee onboarding, PO's, timesheets and is a Notary Public.



Ben Foutes, Equipment Technician: Ben has been with Yellowstone for 4+ years. His experience in the small engine industry has spanned over 10 years. Ben had gained much success from setting his self apart by the quality of work and setting the standard for the crew's equipment. You will not find a more detailed person at Yellowstone. His shop is clean and always prepared to be a problem solver.



Cliff McAllister, *Business Development Manager*: Cliff has 8+ years with Yellowstone Landscape as a business development manager and estimator of large projects and school systems. He has over 28+ years of experience in the commercial Landscape Industry. He graduated from Auburn University with a ***Horticulture/Agronomy*** Degree. Prior to coming to Yellowstone, Cliff was an ***Arborist*** and Estimator at Gunnison Tree Specialist and owned his own commercial landscape business. He brings a wealth of knowledge in overall commercial landscape management systems and provides excellent customer service. He has successfully developed many Clients in the municipal and private industries into very satisfied customers.



Daniela Mesa, Recruiter: Daniela is a front-line recruiter for our all-Atlanta branches. She oversees the initial application and pre-screening process to provide the operations team with quality employee leads. Daniela's position is crucial in providing top notch candidates to our company.

Local Leadership Team



Charles Gamble, Project Manager: Charles is a front-line project manager for our Lilburn Branch. He oversees employees and production on larger municipal jobs. Charles recently joined Yellowstone in the summer of 2023. His most recent experience was with another Atlanta landscape company where he oversaw the landscape management for Gateway 85 CID. He left because he was never given the manpower to get the job completed by the scope. At Yellowstone, he receives the collaboration, manpower and support needed to execute many types of scopes of work. Currently, Charles assists with the Synthetic Field Contract with *DeKalb Schools* as well as oversees DeKalb County Parks and Recreation. With Charles working around public, we feel like he would jump right in and manage city park campuses without a long transition period.

Our Fleet Vehicles and Equipment

YELLOWSTONE LANDSCAPE



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

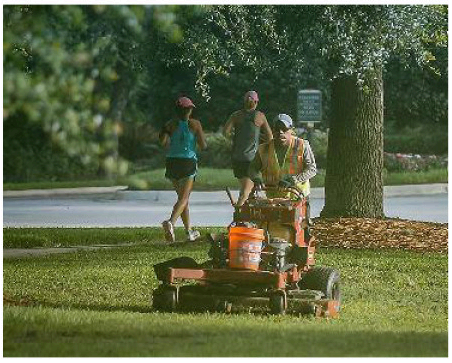
All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 1000 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Stonecrest Vehicles and Equipment

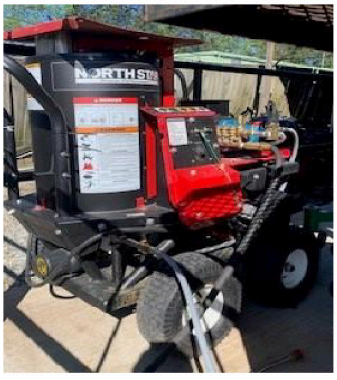
YELLOWSTONE LANDSCAPE











Yellowstone Landscape will dedicate trained landscape employees and landscape equipment to complete the Landscape Scope Services. Although we own several trucks and equipment, we also purchase new equipment with larger new projects. **** Note - Some pictures above that look like a store are recently purchased in our office. Our Company owned vehicles and equipment are available and the proper type will be used accordingly.

Similar Jobs in Size and Complexity

The following clients and projects also are testimonials of Yellowstone executing contracts with City, County and State Governments and meet the service history for large public sector jobs in this solicitation. This list provides a snapshot of jobs that are similar in size and complexity.

- **City of Brookhaven Parks**
  2025 Landscape mowing, edging, pruning spraying and turf treatment for high focal areas. Yellowstone manages the landscape for 6 of the largest and busiest *parks in the city*. Within the parks are dog parks, detention ponds, playgrounds and sports fields.
- **City of Johns Creek**
  2020 landscape mowing, pruning, spraying, and turf treatment for high focal *streetscapes and ROW* (30 miles throughout the city). This job has prepared Yellowstone for just about any other public sector scope. We are a proven contractor to service the city with top-class communication and response to requests. Every week we ride the job site with Jason from the City. Please contact Jason for reference to similar work experience.
- **City of Duluth GA**
  2024 - landscape mowing, pruning, spraying, seasonal flowers, irrigation, mulch installation and turf fertilizer treatment for *high focal streetscapes* and city facilities including City Hall and ***Town Center Park***. Duluth also uses Yellowstone Landscape for enhancements including planting and hydroseeding. Please contact James, who is listed in the reference section to hear more of what we do for the city.
- **City of Chamblee**
  2023 -landscape mowing, pruning, spraying, and turf treatment for high focal *streetscapes and ROW*- Over 30 roads and streetscapes. Chamble also uses Yellowstone Landscape for enhancements at the ***City Parks***. Please contact Lori listed in references to find out more about what Yellowstone does for the city.
- **Northlake Tucker CID** – 2020 – Landscape mowing, pruning, spraying, flower planting, weed treatment, turf treatment, interstate interchange mowing and ***parkettes*** around the CID. Yellowstone also removes bandit signs and posted signs on telephone poles. On occasion we have collected shopping carts that have ended up on CID property and returned to businesses Please contact Matthew for more information.

Similar Jobs in Size and Complexity

- **City of Stockbridge** – 2023 Landscape mowing, pruning, spraying, flower planting, weed treatment, turf treatment, at city facilities including an amphitheater. The City uses Yellowstone to empty waste containers and a specific maintenance ***schedule to accommodate events***.
- **City of Avondale** - 2023 Landscape mowing, pruning, spraying, flower planting, weed treatment, turf treatment, at city facilities including a town center and a city lake. The town center is newly built and hosts both day and night events 7 days a week. Yellowstone works closely with the city to prepare this ***park like site for the event schedule***.
- **Meta/Facebook Campus – Covington** - 2023. The Meta site is the most secure site Yellowstone works on. Employees must be pre-background checked and approved before arriving on site. The site is comprised of Data, Cooling, Common Grounds, Employee Pavilions, and courtyard areas throughout the multi-site location in Social Circle, GA. ***This is by far the most challenging site Yellowstone employees work at in the State of GA.***
- **Georgia State University** – 2021 – Multiple Sites - ***Center Parc Stadium*** and Blue/Green Lots- Mowing, Pruning, Weed Control, Litter, Leaf Removal
- **Kennesaw State University** – 2023 – Complete Landscape Services including mowing, pruning, spraying, turf treatments, treatments, litter pickup, aeration and detention pond maintenance.
- **DeKalb County School System** – 2016 – The most important consideration of this job is that is compares in so many ways to ***park maintenance***. Yellowstone employees must always wear badges and are working around K-12 students at all times. 65 sites total including schools, support buildings and ball fields. Bi-Weekly service includes mowing, pruning, spraying, turf treatments, ball field mowing, ***synthetic field grooming***, detention pond maintenance and pinestraw installation.
- **Atlanta Public School System** – 2023 – awarded 3 zones in July 2023. 19 sites. Bi-Weekly service includes mowing, pruning, spraying, turf treatments, litter pickup, aeration and detention pond maintenance
- **DeKalb County Parks and Recreation** – 2022-Landscape mowing, pruning and spraying of 60 county parks within Central and North DeKalb County. 3 dedicated crews all week. Yellowstone completed 3 full years of this contract from 2021-2023. DeKalb County cut funding for this job and was forced to reduce scope and contract terms.

678.271.3700 tel
678.894.1931 fax

4386 Lilburn Industrial Way
Lilburn, GA 30047

www.yellowstonelandscape.com

References – Municipal and County Systems

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner, and they would be happy to speak with you about our firm and the services we provide for them.

Project Name:	**City of Duluth GA**
Client Since:	2023
Services Provided:	Landscape Maintenance, Landscape Enhancements
Client Contact Information:	**James Riker**, City Manager 3167 Main Street Duluth, GA 30096 770-476-3434 jriker@duluthga.net

Project Name:	**City of Johns Creek**
Client Since:	2020
Services Provided:	Landscape Design & Installation Landscape Maintenance
Client Contact Information:	**Jason Nealy**, Manager 11360 Lakefield Dr Johns Creek GA 678- 347-5972 jason.nealy@johnscreekga.gov

Project Name:	**City of Brookhaven Parks**
Client Since:	2025
Services Provided:	Landscape Maintenance
Client Contact Information:	**Michael King** 3360 Osborne Rd Brookhaven, GA 30319 404-630-3302 michael.king@brookhavenGA.gov

Project Name:	**City of Chamblee**
Client Since:	2023
Services Provided:	Landscape Maintenance, Landscape Design and Landscape Enhancements
Client Contact Information:	**Lori Conway, Grounds and Greenspace** 3518 Broad Street Chamblee, GA 30341 Lconway@chambleega.gov

Project Name:	**City of Stockbridge**
Client Since:	2022
Services Provided:	Landscape Maintenance, Landscape Enhancement
Client Contact Information:	Decius Aaron, Public Works Director 4640 North Henry Boulevard Stockbridge, GA 30281 678- 373-6765 daaron@cityofstockbridge-ga.gov

Featured Clients with Similar Scope and Complexity

YELLOWSTONE LANDSCAPE

Yellowstone Landscape has developed a reputation for creating and maintaining county and municipality landscape environments for some of the states's most demanding clients.

However, the work is only part of the reason that clients choose to partner with us.Through our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients continue their lasting relationships with us, year after year.

Because of our focus on building lasting relationships with the clients we serve, we have many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior client service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

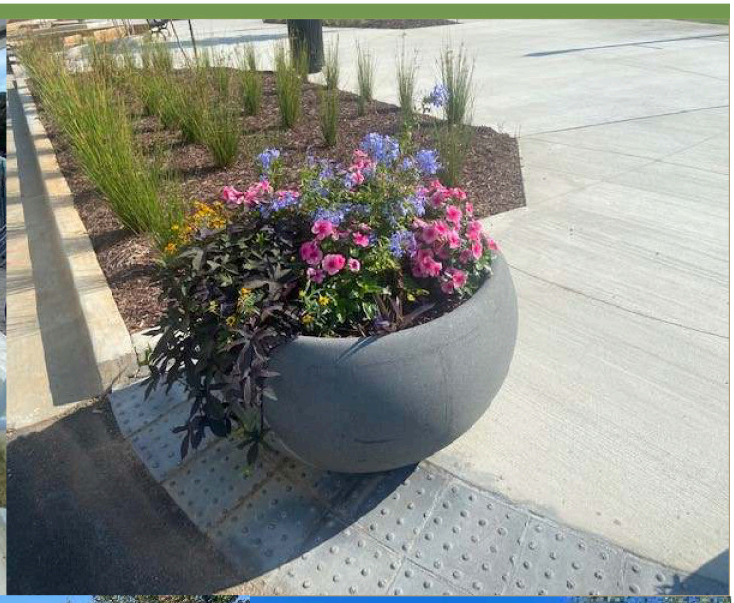
Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.

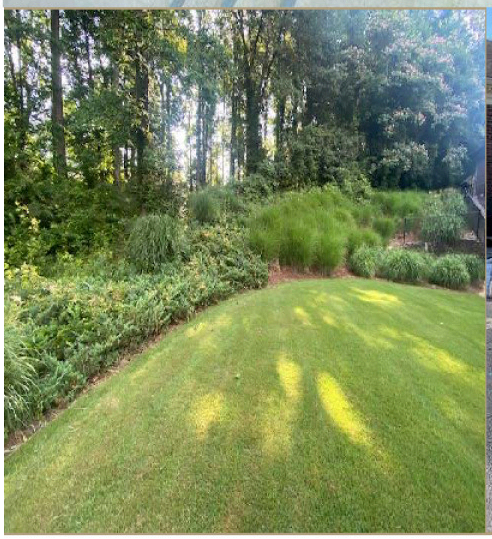
FEATURED PROJECT

City of Stockbridge

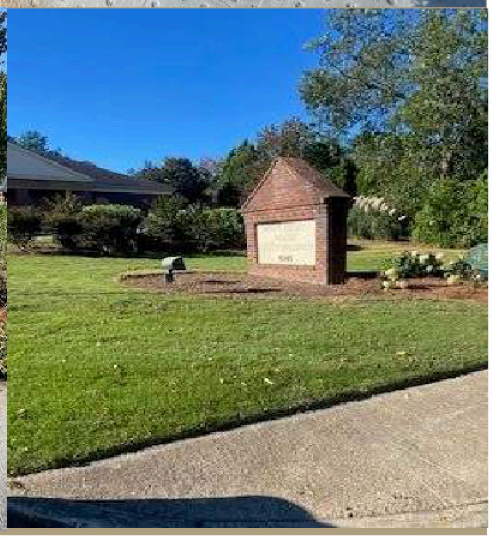
YELLOWSTONE LANDSCAPE











LOCATION
Stockbridge, Georgia

CLIENT
City Of Stockbridge

PROPERTY TYPE
Public Sector

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

City of Stockbridge is a re-imagined, city which has welcomed the development of a business community to bring jobs and prosperity to Stockbridge.

The historic downtown is a focal point for city events as well as a daily destination and gathering place for the community.

Residents of Stockbridge now refer to the Amphitheater as "The Bridge".

It is a gathering place for music and other outdoor events. This space along with several of the City's owned property are part of the Landscape Contract.

Yellowstone Landscape provides comprehensive landscape management services for the project, including regular maintenance, annual flower installations, and portering to all City Municipal facilities, streets and park areas.

FEATURED PROJECT

The City of Johns Creek

YELLOWSTONE LANDSCAPE



LOCATION
Atlanta, Georgia

CLIENT
The City of Johns Creek

PROPERTY TYPE
Local Government

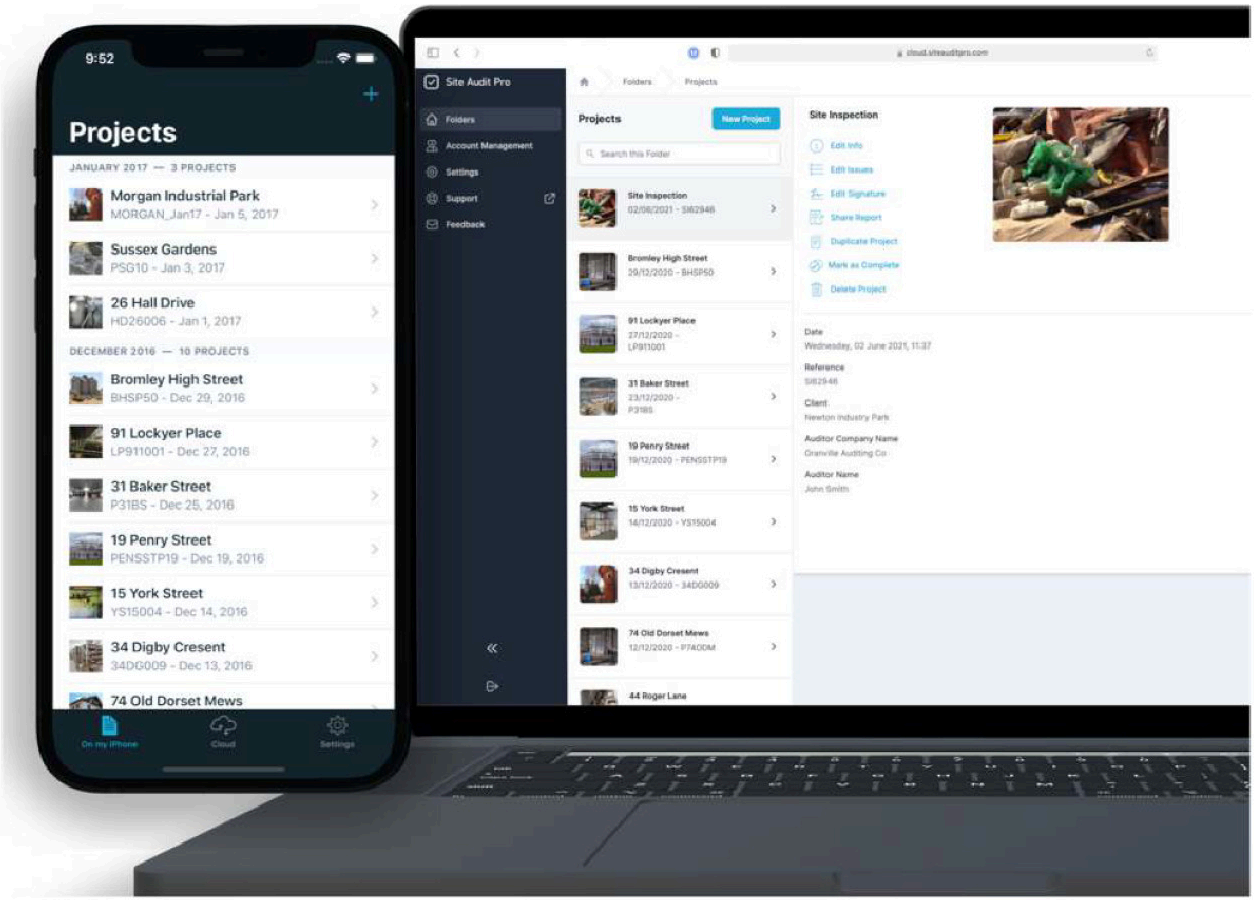
SERVICES PROVIDED
Landscape Maintenance
Landscape Enhancement

The City of Johns Creek is a city located approximately 25 miles northwest of Atlanta, Georgia. As the state's tenth largest city, Johns Creek prides itself on providing exceptional municipal services for its residents and businesses.

As a part of the City's extended municipal services team, Yellowstone Landscape is proud to provide landscape maintenance services for the City's most visible entry points and rights of way. In total, Yellowstone is responsible for the right of way maintenance of over 65 centerline miles of primary and secondary roadway. Paired with the private sector roadways and parks that are also being serviced by Yellowstone Landscape, there is no other firm more responsible for the City's landscaped spaces.

In addition to the right of way landscape services provided, Yellowstone also routinely performs enhancement projects for the City, repairing utility contractor damage and removing safety hazards and other debris from the City's roadsides.

Site Audit Inspections

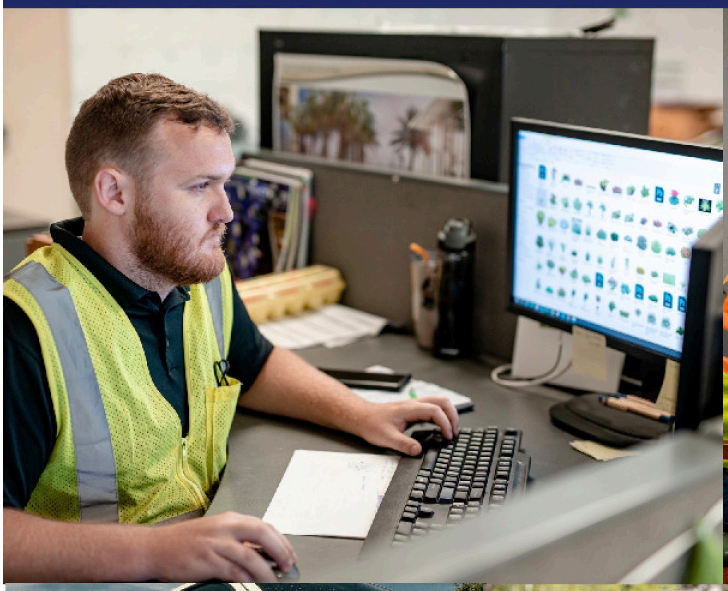


Professional Site Audit Management

Site Audit Pro helps over 40,000 businesses worldwide improve their productivity by making audits and inspections quick to carry out and simple to manage. Explore the links below to discover how it can help you too!

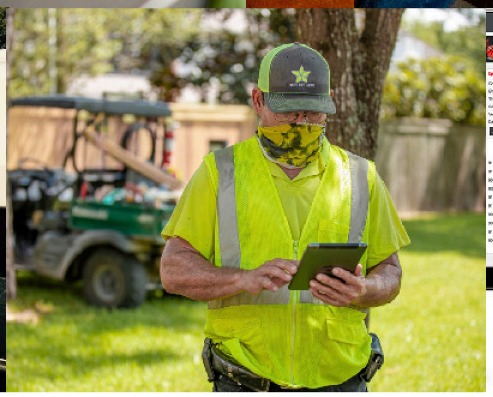
For every client of Yellowstone, we provide monthly reports containing images and text of current conditions, issues, solutions, completed work and any other information that would confirm execution of the scope of work. Site Audit Pro is easily used by managers with their smart phone, tablet, and laptop computers. This has greatly increased our communication and is an integral part of our method and approach to portfolio management.

Our Technology at Work for You











Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape **fleet vehicles are equipped with GPS tracking devices**, enabling us to see where our vehicles are at any given time, and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

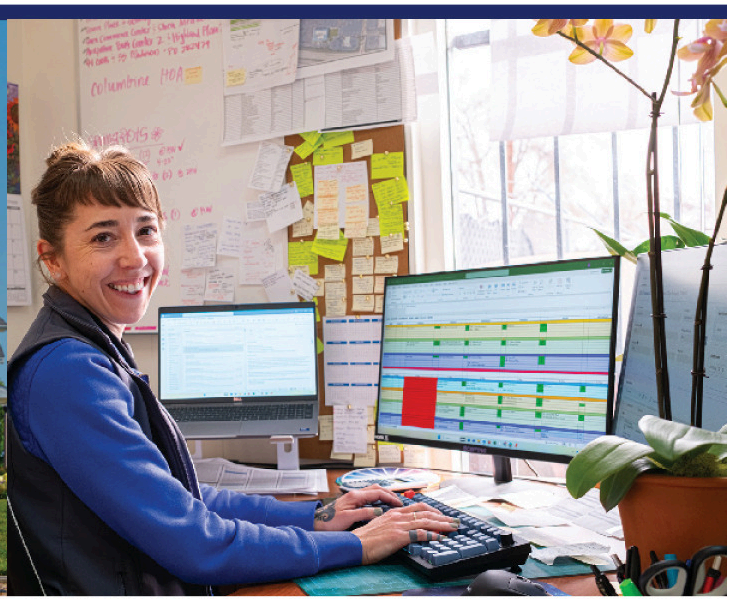
In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at **greater than 99% accuracy**. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

Our Software Solutions at Work for You

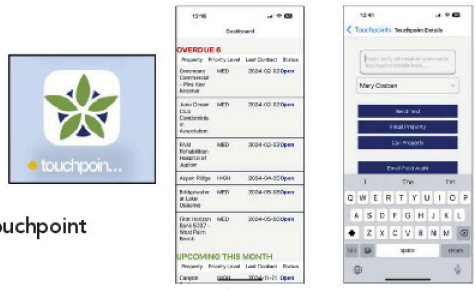
YELLOWSTONE LANDSCAPE





Software in the landscape industry is rapidly evolving. Yellowstone Landscape is leading this innovation, pushing our software providers to improve our **service tracking, communications, and billing systems**, allowing us to offer more efficient service visits, faster response times, and the most accurate billing for our clients.

Our primary **Operations Field Management software** is a cloud based system that has become the standard in landscape and winter services companies across the country. This software allows us to schedule our crews, dispatch, and route them with extreme efficiency. All crew leaders and managers have access to real time data about where and what our teams are working at all times. This system also captures photos and allows us to quickly escalate and resolve issues in the field.



Client Touchpoint App

To further improve our client communications, we have developed our own, proprietary **Client Touchpoint App**. This AI-powered app analyzes data captured by our field management software, summarizes our crews' effectiveness at completing their assigned tasks on a property, and suggests appropriate times for our Account Managers to reach out to their clients, to schedule a review of any issues or improvement opportunities that have been identified.

All our software systems are accessible to our management teams through detailed summary reporting, provided on custom dashboards, powered by our **Business Intelligence software**, and administered internally by an in house development team, based at our Field Support Office in Central Florida. Our BI dashboards are the first things our managers review every day, giving them a fresh perspective on their daily priorities each morning.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service **billings at greater than 99% accuracy**. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as software improves, so will we.

Committed to Safety

YELLOWSTONE LANDSCAPE



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment,** kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Safety Program

Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve ALL of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Executive Vice President leads an active Safety Team that develops safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and "near-miss" to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

Safety – It's Everyone's Responsibility

Yellowstone Landscape understands that safety is everyone's responsibility. That's why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees.

Leadership Team

Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management's responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company's commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
- Encouraging all employees to "think safety" at all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation and follow-up, including follow-up on "near miss" incidents.

Safety Program

- Regularly reviewing all accidents, on-the-job injuries or illnesses, and near miss incidents with supervisors and other employees.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

Field Management

Our supervisors are a critical link between management and our non-supervisory employees. Our supervisors' safety responsibilities include:

- Supporting and communicating our company's commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Providing appropriate safety training to employees in a language that they understand *before* they begin their duties.
- Ensuring that employees are properly trained and certified *before* operating vehicles or equipment
- Documenting (in writing) attendance at all safety meetings.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries or illnesses, near misses, and reports of hazards.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Documenting (in writing) all disciplinary actions taken against employees who violate safety rules.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

Crew Leaders

Our crew leaders are responsible for ensuring that their crews operate safely by:

- Understanding company safety policies and procedures.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.

Safety Program

All Employees

All employees are responsible for:

- Complying with all company safety rules and policies.
- Working safely at all times and encouraging coworkers to do the same.
- Always using Personal Protective Equipment (PPE) as required.
- Promptly reporting any hazards or potential hazards to their supervisor or another manager.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.
- Participating in safety training sessions and safety meetings.
- Complying with all hazard warning signs.
- Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
- Conducting pre-trip and post-trip vehicle/equipment inspections.
- Maintaining vehicles and equipment in good working condition.
- Operating vehicles and equipment in a safe manner - and only after being properly trained.
- Practicing good housekeeping to reduce the risk of injury to others.
- Making suggestions to management about how we can be safer.

Teams – Risk Control & District Safety Task Force

Yellowstone Landscape has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often as needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

Local Safety Task Force

Will meet at least one time per month. This task force will review the local area's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly Risk Control Team meetings. The Local Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the local area as well as communicating local recommendations to the Risk Control Team.

Safety Program

General Safety Rules

We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Yellowstone Landscape has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. **All injuries,** no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

Before Starting a Job

- Inspect work areas, equipment, and job sites for hazards before starting your work each day. Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be in a position to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

Dress

- When appropriate, dress according to our job standards. If you are working in the field, this includes: long pants and long-sleeved shirts; socks; boots or shoes (depending on the activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and specified maintenance work); chemical-protection clothing and footwear when handling chemicals; and a hat for sun protection during the hot summer months. Tennis shoes, sandals, and other lightweight shoes are not allowed at any time.
- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a potential overhead hazard exists.
- Wear a safety vest at all times.

General

- Think safety at all times. Do not distract coworkers or engage in roughhousing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.

Safety Program

- Always use the Personal Protective Equipment (PPE) - safety glasses, goggles, earplugs, gloves, hard hats, etc. - that has been assigned for the particular task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.
- Immediately report all accidents, on-the-job injuries or illnesses, and near miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company job sites at any time.
- Only use chemicals if you have been properly trained in their use. Store chemicals in their original container and in their proper locked location. Do not eat, drink, or smoke when handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug and alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company's stretching program standards.
- Practice good housekeeping at all times. Keep your work area and job sites free of objects and debris that could be tripping hazards. Do not allow oil, water, or other substances to remain on floors so they become slip hazards. Return all tools and equipment to their proper location at the end of the day.
- Follow our company's procedures in the event of an emergency. Become familiar with the location of fire extinguishers, emergency exits, and so on. Know how to call for outside emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical panels at any time.

Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts whenever available. When you are on equipment (such as a zero-turn mower) with a roll bar that is in the folded down position. If you must fold down a roll bar, return it to its upright and locked position as soon as possible.
- Do not remove or disable guards, shields, or other safety devices unless you have been authorized to do so. Never bypass a safety device.
- Promptly report any missing or damaged safety devices to your supervisor. Do not operate equipment with missing or defective safety devices until they have been replaced

Safety Program

- Only repair equipment if you are authorized to repair it. Ensure that our company's written lockout/tag out procedures are followed before any cleaning, adjustments, or repairs begin.
- Personal use of company vehicles or equipment is not permitted.
- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.
- Do not allow passengers on any equipment and do not allow unauthorized persons (non-company employees, relatives, friends, etc.) to operate company vehicles or equipment.
- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.
- Never stand between two pieces of equipment or under any hoisted equipment or material.
- Do not use a cell phone when operating vehicles or equipment unless it is an emergency and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.
- Use cones, barricades, and other warning devices provided when working in traffic areas. Do not park vehicles or equipment where they are likely to be struck by other vehicles or equipment.

YELLOWSTONE LANDSCAPE

Safety Training Protocols

Onboarding – At the time of onboarding the employee is required to read the safety guide to become familiar with our safety policies and protocols which includes proper use of equipment, general safety rules and disciplinary actions regarding safety violations. Upon completion the employee is required to complete a safety quiz to determine comprehension of the information. Any questions answered incorrectly are then discussed with the employee to better explain and educate them on the safety requirements. PPE is given to each new employee and their proper use covered.

Equipment Training and Competency – Before an employee is given a piece of equipment to operate, they are assessed by their immediate supervisor or the shop manager as to their level of competency. If they do not show the level of competency required to operate the equipment, they are then trained on the operation and safety features of the equipment. No employee is allowed to operate equipment if they do not display full competency.

Weekly Safety Training – Branches are required to hold a weekly tailgate safety talk. Meetings are to be scheduled in advance and topics approved by the Branch Manager. Branches are also allowed to hold bi-weekly meetings on two topics per training with the approval of the Field Support Office Safety Team. A total of four topics per month are required. Mandatory topics are rolled out monthly for the upcoming month's trainings. Content is provided in both English and Spanish. Documentation of each safety training is uploaded into our cloud files.

Monthly Safety Training - Branches are required to hold a monthly safety meeting for all management level personnel including mechanics. Safety reports pertinent to incidents for the month and covering DART and TRIR are provided. Management and crew trainings for the upcoming month are rolled out during these meetings.

Semi-Annually or Annually – Safety Rodeos are held at each branch every 6-12 months. Equipment use and safety features, first aid, PPE use, truck and trailer safety, Defensive Parking, and chemical safety are some of the required topics. Branches also provide additional training on areas pertinent to their branch operations.

Follow Up Training – In the case of an incident the branch is required to share the incident with the crews and cover what happened and how it could have been prevented. Employees are reminded of our PPE requirements and retrained on the topic relative to the incident.

Drug Free Workplace

Yellowstone Landscape has a vital interest in ensuring a safe, healthy, and efficient working environment for our employees, their co-workers, and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone of any criminal drug conviction. Any violation of this policy may result in disciplinary action.

Yellowstone reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as:

1. Drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.

In view of these concerns for the protection of all employees and our clients, Yellowstone intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone regulation and/or policies.

Drug Free Workplace

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone.

Georgia Department of Agriculture

Tyler Harper, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201

Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

Yellowstone Landscape-Southeast, LLC
PO Box 849
Bunnell, FL 32110

The enclosed Georgia Contractors License is valid through 12/31/2025.

We have updated our website. Visit www.kellysolutions.com/GA/Contractors to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture
Tyler Harper, Commissioner
Pesticide Division
19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334
Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:
12/31/2025

License Number:
19455

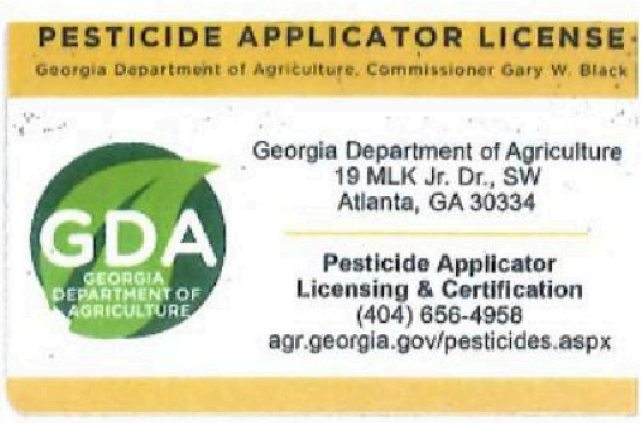
Yellowstone Landscape-Southeast, LLC
4386 Lilburn Industrial Way
Lilburn GA 30047

Categories:
24; 26;

This License Must Be Posted At All Times In A Prominent Location.

License Certificated





POST IN A CONSPICUOUS PLACE

ACCOUNT #: 1136

CITY OF LILBURN

2025

340 MAIN STREET
LILBURN, GEORGIA 30047
PHONE (770) 921-2210

Lilburn GEORGIA
Small town. Big difference.

OCCUPATIONAL TAX CERTIFICATE

Certificate No.: 2025-1136

Date of Issue: 02/01/2025

YELLOWSTONE LANDSCAPE SOUTHEAS

4386 LILBURN INDUSTRIAL WAY
LILBURN, GEORGIA 30047

DOLORES MEW
Manager/Owner

In consideration of which City of Lilburn has granted a Certificate for carrying on the business of:

LANDSCAPING

This Certificate Expires On 01/31/2026

Malik Frederick

Issuer

This certificate is not transferable and is subject to be revoked if abused.

CITY OF LILBURN
340 MAIN STREET
LILBURN, GEORGIA 30047
PHONE (770) 921-2210

---RECEIPT---

Fee Description		Fee Amount
ADMINISTRATIVE FEE	0	75.00
OCCUPATIONAL TAX CLASS 3	10,410,631	9,473.67

Penalties	0.00
Total Fees	$9,548.67

Your Business License for the period 02/01/2025 - 01/31/2026 is attached.
Total Fees paid for this year are $ $9,548.67-

DOLORES MEW
YELLOWSTONE LANDSCAPE SOUTHEAS
P O BOX 849

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/23/2025 04:41:18

BUSINESS INFORMATION	
BUSINESS NAME	: Yellowstone Landscape - Southeast, LLC
CONTROL NUMBER	: 08036062
BUSINESS TYPE	: Foreign Limited Liability Company
JURISDICTION	: Delaware
ANNUAL REGISTRATION PERIOD	: 2025

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: 3235 NORTH STATE STREET, PO BOX 849, BUNNELL, FL, 32110, USA
REGISTERED AGENT NAME	: Corporation Service Company
REGISTERED OFFICE ADDRESS	: 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA
REGISTERED OFFICE COUNTY	: Gwinnett

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 3235 North State Street, P O Box 849, Bunnell, FL, 32110, USA
REGISTERED AGENT NAME	: Corporation Service Company
REGISTERED OFFICE ADDRESS	: 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA
REGISTERED OFFICE COUNTY	: Gwinnett

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: Christopher Adornetti
AUTHORIZER TITLE	: Manager

YELLOWSTONE LANDSCAPE

Excellence IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

ATTACHMENT "A"

BIDDER'S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder's submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

THE CITY OF STONECREST GEORGIA

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

Yellowstone Landscape — Cliff McAllister
Bidder's Name — Signature

Business Development — 10/16/2025
Title — Date

Yellowstone Landscape Southeast
Company/Firm Name

4386 Lilburn Industrial Way Lilburn 30047
Address

770-312-4285
Phone Number

~~Cliff~~ CMcAllister@yellowstonelandscape.com
E-Mail Address

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers Licence as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

(SEAL) Alma Rosa Guzman NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires 02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

INDEMINIFICATION CLAUSE

Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Yellowstone Landscape Southwest — Bidder's Name

Signature

10/16/2025 — Date

State of Georgia

County of Gwinnett

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister who is (who are) personally known to me or who has produced Georgia Prim Licence as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 02/08/2029

(SEAL)

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

THE CITY OF STONECREST GEORGIA

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 Cliff McAllister

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

1. ✓ I am a United States citizen

OR

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

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

Signature of Applicant: Cliff McAllister Date: 10/16/2025

Printed Name: Cliff McAllister

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT 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 (No. 2).**

* 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:

Other Identifying Number: _____

Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

_____ (SEAL)
Commission Number

02/08/2029
Commission Expires

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Yellowstone Landscape Southeast, LLC — NAME OF BUSINESS

cmcallister@yellowstonelandscape.com — E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

Cliff McAllister
PRINTED NAME AND TITLE

4386 Lilburn Industrial Way
MAILING ADDRESS

Lilburn GA 30047
CITY, STATE, ZIP CODE

770-312-4285
TELEPHONE NUMBER

TYPE: Cell phone

Cliff McAllister who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

(SEAL)

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

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

Contractor(s) Name: Yellowstone Landscape Southeast

Address: 4386 Liburn Industrial Way Lilburn GA 30047

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.GA. § 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.

648969
E Verify ™ Company Identification Number

March 2013
Date of Authorization

BY: Cliff McAllister
(Authorized Officer or Agent)

Business Development Manager
Title

Date: 10/16/2025

*** 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.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Driver License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

(SEAL)

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

THE CITY OF STONECREST GEORGIA

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 Yellowstone Landscape (Contractor), Southeast certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by Cliff McAllister (Authorized Officer or Agent Print) the Business Development Manager (Title)

of Yellowstone Landscape Southeast (Name of Company)

Cliff McAllister 10/16/2025

Signature Date

Cliff McAllister who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Alma Rosa Guzman

Notary Public Signature

Alma Rosa Guzman

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 02/08/2029

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

(SEAL)

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Landscape and Maintenance Services of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: Yellowstone Landscape Southeast

CLIENT NO.1 - Name of company/firm to be contacted: Brookhaven Parks

Address: 3360 Osborne Rd

Contact Person: Michael King

Phone No: (___) 404-630-3302

Contact E-Mail Address: michael.king@brookhavenGA.gov

Project Performance Period: 07/01/25 to present
(Dates should be in mm/yy format)

Project Name: Landscape

Location of Project: 6 city parks in Brookhaven

Description of the overall scope: Mow, edge, prune, weed control, turf program blow. leave pickup, dog park maintenance

Description of work that was self-performed by Bidder:
100%

CLIENT NO.2 - Name of company/firm to be contacted: City of Stockbridge

Address: 4640 North Henry Blvd

Contact Person: Decius Aaron

Phone No: (___) 678-373-6765

Contact E-Mail Address: daaron@cityofstockbridge-ga.gov

Project Performance Period: 01/01/2022 to Present

(Dates should be in mm/yy format)

Project Name: Landscape

Location of Project: Stockbridge

Description of the overall scope: Landscape Maintenance, Enhancement for city sites and amphitheater

Description of work that was self-performed by Bidder:

100%

CLIENT NO. 3 - Name of company/firm to be contacted: City of Duluth GA

Address: 3167 Main Street , Duluth GA 30096

Contact Person: James Riker, City Manager

Phone No: (___) 770-476-3434

Contact E-Mail Address: jriker@duluthga.net

Project Performance Period: 07/01/23 to Present

(Dates should be in mm/yy format)

Project Name: Landscape and ROW

Location of Project: City of Duluth - downtown sites and ROW

Description of the overall scope: Landscape Maintenance , Design and Enhancement Mowing ROW streetscapes, Parks and Courthouse

Description of work that was self-performed by Bidder:

100%

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

X Bidder's Certification Page signed and notarized

X All required forms completed, signed and notarized (as applicable)

X Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.

X Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

THE CITY OF STONECREST GEORGIA

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): Yellowstone Landscape Southeast, LLC

Address: 3235 North State Street P.O. Box 849

City: Bunnell State: FL Zip: 32110

Telephone No. 770-312-4285 FAX No. _____ Email: cmcallister@yellowstonelandscape.com

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL ✓**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
#1	9/16	#3	10/02		
#2	9/23	#4	10/02		

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: Cliff McAllister **Signature:** Cliff McAllister

Title: Business Development **Date:** 10/16/2025

THE CITY OF STONECREST GEORGIA

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
Cliff McAllister	Business Development Manager	770-312-4285

Authorized Signature / Name

Date: _____

Business Development Manager
Title

Federal Employer I.D. No. (FEIN): 80-0144209

Yellowstone Landscape Southeast, LLC
Legal Business Name

Dun and Bradstreet No.: 21165757

Website Address: www.yellowstonelandscape.com

Principal Place of Business Address: 3235 North State Street P.O.Box 849
(City/County/State) Roswell GA 30110

Telephone Number: 770-312-4285

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ✓ Corporation
___ Other - Specify

(b) State of Incorporation: FL

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

THE CITY OF STONECREST GEORGIA

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by Cliff McAllister (Authorized Officer or Agent Print) the Business Development (Title)

of Yellowstone Landscape Southeast (Name of Company)

Cliff McAllister 10/16/2025

SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: Cliff McAllister

Title: Business Development Manager

Signature: Cliff McAll

Company/Firm Name: Yellowstone Landscape Southeast

Address: 4386 Lilburn Industrial Way Lilburn GA 30047

Phone: 770-312-4285 E-mail Address: cmcallister@yellowstonelandscape.com

Date: 10/16/25

N/A

THE CITY OF STONECREST GEORGIA

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

_____

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

THE CITY OF STONECREST GEORGIA

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Yellowstone Landscape Southeast
Vendor FEIN: 80-0144209
Vendor's Authorized Representative Name and Title: Cliff McAllister - Business Development
Address: 4386 Lilburn Industrial Way
City: Lilburn State: GA Zip: 30047
Phone Number: 770-312-4285
Email Address: CMcAllister@yellowstonelandscape.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: Cliff McAllister
Title: Business Development Manager
Signature:
Date: 10/16/2025

INSURANCE

BIDDERS **MUST** SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

CERTIFICATE OF LIABILITY INSURANCE

DATE 4/1/2026 3/

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Safety National Casualty Corporation	15105
INSURED 1472881	Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	INSURER B : ACE Property and Casualty Insurance Company	20699
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19689087 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	CA6676217 XEL4069294 - $1M x $1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							SIR	$ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	LDS4066360	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract#: 50900-eRFQ-000000442-2023, Event Name: GSU Perimeter College - Grounds and Landscape. Board of Regents of the University System of Georgia by and on behalf of Georgia State University, State of Georgia, its officers, employees and agents are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

19689087
Board of Regents of the University System of Georgia by and on behalf of Georgia State University
Attn: Purchasing Department
1 Park Place South, Suite 901
Atlanta GA 30303

SAMPLE

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE
ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: SEPTEMBER 16, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **SOLICITATION PACKAGE PAGE ITB-15, SECTION 8: CONTRACTOR RESPONSIBILITIES:**

ORIGINAL:

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. Please Note: The Contractor will be responsible for $100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

REVISED:

8. **CONTRACTOR RESPONSIBILITIES:**

The Contractor shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to successfully complete this services herein. The Contractor shall ensure compliance with all applicable state, federal, and local laws, rules, and regulations while performing the services requested herein.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Yellowstone Landscape
NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: 10/16/25

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE
ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO

DATE: SEPTEMBER 23, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ATTACHMENT "B" – BID COST PROPOSAL:**
REVISED: ADDED A LINE FOR MOWING SERVICES FOR EACH LOCATION AND CORRECT LINE ITEM NUMBERS.

ALL OTHER INFORMATION ON THE FOR REMAINS THE SAME.

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Yellowstone Landscape — **NAME OF COMPANY**

Cliff McAllister — **BIDDER'S**

SIGNATURE DATE: 10/16/25

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. THREE

DATE: OCTOBER 2, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **BIDS DUE DATE CHANGE:**

ORIGINAL:
October 7, 2025, on or before 3:00pm

REVISED:
October 16, 2025, on or before 3:00pm.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, October 16, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____

Questions & Answers - 1

Solicitation ITB-0013-25 - PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES

Buying Organization City of Stonecrest

No	Question/Answer	Question Date
Q1	**Question: Previous Bid** Can you provide us with the previous contractor for this bid, their annual pricing documents, and any bid tabs from the previous bid? **Answer:** The previous contractor was Kitson's Landscaping, LLC. (2022). The annual award amount was $393,952.00. The contract was terminated. The contractor was paid $27,462.17 for work performed. The contract was terminated. To view the actual requested documents, an Open Records Request is required. Please submit an Open Records Request to the City Clerk Office.	09/08/2025
Q2	**Question: Proposal Award** Will the City use any grading criteria to select its vendor (using a best value system), or will the City award based on cost only? **Answer:** This is an ITB. Award will be made to the lowest responsive and responsible bidder.	09/08/2025
Q3	**Question: Field Mowing** Are the ball fields to be rotary or reel mowed under this contract? **Answer:** The baseball fields are to be rotary mowed.	09/16/2025
Q4	**Question: bid question** Is a bond required for this contract ? Can we visit the location at any time ? What was the prior vendor's cost/contract budget? When will this contract begin? Will it be awarded to one or multiple contractors? **Answer:** 1. No, a bond is not required for this contract. 2. Yes, The parks and trails are open to the public. 3. Refer to Question No. 1. 4. Within 10 days upon receipt of the fully execution of the contract, Notice to Proceed and Purchase Order. 5. The City is seeking to enter into a contract with 1 contractor.	09/18/2025
Q5	**Question: Everett Park** What is the expected landscape service at Everett Park each week **Answer:** Please refer to Attachment "B" – Bid Cost Proposal Form (Bid Sheet) No. 7.	09/22/2025

No	Question/Answer	Question Date
Q6	**Question: Park service maps** Please provide map with landscape areas to be serviced at each park. **Answer:** Please refer to Attachment “C” – Aerial Map Images and Location Maps. Services will be performed in the open park and field spaces shown in the images. Contractors are not required to perform landscape services in the tree line areas. Note: Botanical Garden at Fairington Park – City is procuring design and construction services at this time. This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet), Everett Park - This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet). It is anticipated that work will be in the “Flat” area shown on the map and not within the “tree line” area. Miners Cree/Panola Shoals – This site is not open to the public. Contractor will be paid according to Attachment “B” – Bid Cost Proposal Form (Bid Sheet).	09/22/2025
Q7	**Question: Turf Program** Most of the sports fields do not have a health crop of Bermuda grass. If a turf treatment is applied there is a high probability that it will turn the fields to dirt. Do you want us to put in the quote to apply turf treatments to all fields or just the fields that will benefit from it? **Answer:** The contractor should only apply turf treatment to the fields that will benefit from it. Per the solicitation, It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. Do not submit a separate quote. Please review the solicitation package and attachments. Bidder's must complete and submit Attachment "B" - Bid Cost Proposal Form (Bid Sheet).	09/22/2025
Q8	**Question: Top dressing** The specs call for 3 topdressings. With the condition of the fields this is a high cost to treat weeds. Do you want to stay with 3 or reduce to 1 top dressing? **Answer:** The City is requesting 3 top dressings in accordance with the scope of services.	09/22/2025
Q9	**Question: pass through account** Will the county create a pass through to purchase certain materials and put it through the pass through to get reimbursed for materials. **Answer:** No. Bidder’s should incorporate the cost of all materials in their cost in the bid line items provided for each location and services requested.	09/22/2025

Item XIII. b.

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* 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.)

Yellowstone Landscape, Inc.

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: 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.

☐ Other (see instructions) _____

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 . . . . . ☐

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) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 101017

Requester's name and address (optional)

6 City, state, and ZIP code

Atlanta, GA 30392

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

8 0 – 0 1 4 4 2 0 9

Part II Certification

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.

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** Chris Pelcoth **Date** 4 9 2025

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*.

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

AGREEMENT FOR SINGLE PURCHASE OF SERVICES
Parks, Sports Fields and Trails Landscape and Maintenance Services

This Professional Services Agreement ("Agreement") is made and entered into this ____day of _____, 2025, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **Yellowstone Landscape Southeast**, **LLC** ("Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing landscape and maintenance services at the City's parks, sports fields, and trails for ITB-0013-25 Parks, Sports Fields and Trails Landscape and Maintenance Services; and

WHEREAS, the City of Stonecrest sought bid responses from qualified vendors for landscaping and maintenance services; and

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

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

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

2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2026 ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. RELATIONSHIP OF THE PARTIES.

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

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

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

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

6. TERMINATION FOR DEFAULT.

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the

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

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

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

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

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

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

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

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

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

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

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

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

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

(a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

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

(c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

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

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

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

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

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With copies to:

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

If to the Contractor:

Yellowstone Landscape Southeast, LLC
4386 Lilburn Industrial Way
Lilburn, Georgia 30047
Email: cmcallister@yellowstonelandscape.com

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

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

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

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

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

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

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

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

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):
Name (print):

DATE:

APPROVED AS TO FORM: _____
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

YELLOWSTONE LANDSCAPE SOUTHEAST, LLC

BY (sign here): _____
Name (print): Jeff Barksdale
Title: General Manager

[Corporate Seal]

ATTEST (sign here): _____
Name (print): DAN ADAMS
Title: BRANCH MANAGER
DATE: 11-18-2025

EXHIBIT A
SCOPE OF SERVICES

1. PURPOSE:
The City of Stonecrest is seeking bids from qualified and experienced bidders, (hereinafter referred to as "Contractor") to provide landscape and maintenance services at our City Parks, Sports fields, and Trails. Services shall be performed in accordance with the terms, conditions, and scope of services contained in this Invitation to Bid (ITB).

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

Prices offered on the Attachment "B" - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation.

2. BACKGROUND:
A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. The City provides municipal Parks and Recreation services.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:
The Director of Parks and Recreations is Kelly Ledbetter, he can be reached at kledbetter@stonecrestga.gov or (470) 442-3263. The designated Contract Administrator for this project is Reginald Powell, Facilities Operations Manager he can be reached at rpowell@stonecrestga.gov or (470) 464-3460.

4. GOVERNING REGULATIONS:
The Contractor shall provide services in compliance with all state, federal, city, and county regulations and guidelines.

5. PARK AND FACILITY LOCATIONS (**See Attachment "C"** – *Park's Maps*):
The Contractor shall provide landscaping and maintenance services at City parks, sports fields and trails. The approximate acreage of each park and facility has been provided below. The Contractor is responsible for measuring each field to determine appropriate prices for of the services requested herein.

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf (Approximately)
Browns Mill Park Complex	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	
Gregory Moseley Park	5600 Miller Grove Road	1 acre	1.0	1.0

Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
"Botanical Garden" at Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	Entrance only	
Everett Park	5106 Klondike Road	84.6 acres		
Panola Shoals	4432 Panola Road (Snapfinger)	Trailhead	10.5	
Miller Grove Park (Coming Soon)	2458 Panola Road	10.05 acres		

6. PESTICIDE/FERTILIZER/WEED/PEST CONTROL:
Pesticides applications shall be in compliance with state and federal regulations and guidelines including but not limited to; the Georgia Pesticide Use and Application Act of 1976 and the Georgia Pest Contract Act, as amended.

6.1 The Contractor shall ensure any and all pesticides are applied in accordance with its label instructions, which are federally approved by the Environmental Protection Agency (EPA) (www.epa.gov/pesticides).

6.2 The Contractor shall provide the Material Safety Data Sheets (MSDS) for all pesticide products to be used and received.

6.3 The Contractor shall receive prior written approval before application of pesticides.

6.4 The Contractor shall not use "Restricted" pesticides. Use of restricted pesticides.

6.5 The Contractor shall ensure pesticides are applied by employees that have current licenses and certification required to apply pesticides.

6.6 The Contractor shall maintain accurate records of all pesticide applications, including general-use and restricted-use products.

6.7 The Contractor shall maintain records of retention of any and all pesticide used during the term of this contract for an additional period of two (2) years from date contract ends.

6.8 The Contractor shall ensure all fertilizer and weed control chemicals are applied in accordance with the manufacturer instructions and are EPA approved products.

6.9 The Contractor shall practice care in protecting water quality in areas where pesticides, fertilizers and weed control chemicals are being used.

7. SERVICES TO BE PERFORMED:
The Contractor shall provide the pruning, edging, tree trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, irrigation installation, maintenance and repair services, provide pest identification and pest control services, sports turf/baseball fields landscaping and maintenance services including field

lining/preparation, mulching, and debris pick-up.

7.1 Curbs, Sidewalks, etc.: are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulation of sand, gravel, leaves, etc. are to be removed with shovel and brooms if blowers provide unsatisfactory results.

7.2 Inspections:
The Contractor shall inspect the parks and fields for poison Ivey on a monthly basis and treat as necessary.

7.3 Edging:
During each occurrence;

7.3.1 Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed and remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, tress, walls, cement medians. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

7.3.2 No "fish line" weed eaters are permitted to be used around trees or plant beds so as to prevent damage to the plant materials. In such instances, The Contractor shall remove weeds by hand and/or chemical application (Roundup or equal).

7.3.3 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.

7.3.4 Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.

7.3.5 Turfs will be edged by approximately eighteen (18) inches around all trees that are in lawn areas if directed by Contract Administrator / Designee. Turfs will be edged approximately ten (10) inches out from the drip line of shrubs and hedges (as applicable).

7.3.6 Chemical edging:
Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowingheight. Chemicals shall be applied in a manner to limit drift to six (6) inches.

7.3.7 The Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the City may replace the materials and deduct the cost from the Contractor's pay request.

7.4 Weeding:

Weeds are to be mowed, trimmed or edged from turf areas during each occurrence. Weeds are to be manually removed or chemically removed from shrubs, hedges, and ground cover of lower beds weekly. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

7.5 Pruning (Trees, Hedges, and Shrubs):

The Contractor shall performed pruning services regularly.

7.5.1 Shrub and Hedge Care:

Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by Contract Administrator/Designee.

7.5.2 Hedge Trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.

7.5.3 Shade Trees shall be pruned and trimmed in accordance with the National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species.

7.5.4 At least (2) two months before rainy season begins the trees shall be trimmed back, tree branches shall not block common areas, and tree branches shall be cut back away from powerlines (as applicable).

Pruning may also include the following items:

- To remove sucker growth and to maintain clear visibility.
- Dead, dying or unsightly parts of the tree.
- Branches, dead wood and cuttings shall be removed from job sites of pruning and disposed in an acceptable manner.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow towards the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem.
- Branches that have strong potential for damage by storms (preventative).
- Branches that have been damaged by storms (post storm event).
- Nuisance growth that interferes with view, walks, lighting or signage.
- Nuisance growth indicates potential conflict with people.
- No climbing spikes will be permitted. Pruning paint is prohibited. Sharp and proper pruning tools will remove portions of trees, including any sucker growth.
- No chemical treatment for sucker growth will be permitted.
- All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense.
- Do not use hedge shears for pruning.
- Machetes will not be permitted for any operations.
- All trimming and pruning debris are to be picked up and removed and properly disposed of on the day of each trimming.

7.6 Fertilization:

7.6.1 Grass/Sodd:

The fertilizer shall be a granular fertilizer with appropriate composition based on

existing gas and sod types. Fertilizer shall contain both major and micronutrients, sulfur coated, time released and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of grass and sod. Sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract.

7.6.2 The Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season the City may request a fourth application of fertilizer to all contract areas if needed. If needed, use of a general fertilizer shall be used at no extra charge to the City. The Contractor shall notify the Contract Administrator / Designee when they plan to apply fertilizer.

7.6.3 Fertilizer shall be applied to all designated areas where trees, shrubs, and ground covers are placed. Fertilizer shall be commercial grade.

7.6.4 Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.

7.6.5 Trees shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer.

7.6.6 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

7.6.7 Chemical analysis sheets for all fertilizers to be applied shall be submitted to the City, prior to application, particularly tree, shrub, and ground cover fertilizer, along with recommended application rates as noted by the manufacturer.

7.6.8 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

7.6.9 All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.

7.7 Tree and Shrub Maintenance:

7.7.1 All plant and tree material are to be pruned in a manner to provide a neat natural appearance.

7.7.2 Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

7.7.3 Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

7.7.4 Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be trimmed to maintain desired shape and height.

7.7.5 Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible.

7.7.6 All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

7.7.7 The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

7.7.8 Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.

7.7.9 All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

7.7.10 All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

7.7.11 The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate invoice prior to the removal of fallen tree(s).

7.8 Exterior Color:

7.8.1 Plants shall be watered as required to promote optimum growth. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.

7.8.2 The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.

7.8.3 It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

7.8.4 Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

7.8.5 Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

7.8.6 The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

7.8.7 Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

7.9 Ground Cover and Beds:

7.9.1 Open ground between plants shall be kept weed-free using mechanical or chemical methods.

7.9.2 All plant materials shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.

7.9.3 Ground covers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.

7.9.4 Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

7.9.5 Soil surfaces shall be racked smoothly and cultivated regularly.

7.9.6 Vines shall be trimmed neatly against supporting structures and kept within bounds.

7.9.7 Ground covers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

7.9.8 Sign faces and windows shall be kept clear of encroaching growth.

7.9.9 Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement.

7.10 Mulch:

The Contractor shall supply and apply mulch at designated areas on an as needed basis.

7.10.1 Mulch shall be a minimum of 3” of course organic mulch at all times over bare soil areas surrounding shrubs.

7.10.2 Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

7.10.3 Refresh Mulch:

7.10.3.1 The Contractor shall inspect each area during each service.

7.10.3.2 Every six (6) months top dress all mulched areas with l inch of mulch

7.10.3.3 Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.

7.10.3.4 Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.

7.10.3.5 Mulch shall be maintained around trees up to three (3) inches in order to maintain a depth of three inches at all times.

7.11 Litter and Debris Control:
The Contractor shall assist the City with clearing of litter and debris annually in preparation for weather events (strong winds, Storms, Emergencies, etc.) on an as needed basis.

7.11.1 Litter removal from turf areas and plant beds and designated areas shall be complete prior to each mowing operation in the same day.

7.11.2 Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites.

7.11.3 Tree limbs will also be removed.

7.11.4 Litter is to be removed entirely from the sites and disposed accordingly.

Failure to pick up debris will result in a $50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.

7.12 Blowing/Clearing:
The Contractor shall use a blower to clear all walkways, parking lots and curbs along common to ensure a neat, clean appearance after mowing.

7.13 Landscaping/Materials:

7.13.1 The Contractor shall notify the City of any damaged plant material that needs to be replaced.

7.13.2 Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractors expense.

7.13.3 The City shall approve any proposed new landscaping in advance of any work being completed.

7.13.4 Contractor shall perform installation at hourly rates provided.

7.14 Turf Maintenance:
The Contractor shall provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications. The Contractor shall ensure sports field maintenance schedule/program is developed and monitored by a Certified Sports Field Manager.

7.15 Seven Point Chemical Program:

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer

- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.
- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate
- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.
- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.
- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.
- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.
- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.
- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

7.16 Turf Fertilization & Weed Control:

The Contractor shall use well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

7.17 Aerating:

7.17.1 The Contractor shall perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.

7.17.2 The Contractor shall perform aeration when the turf is actively growing and not under stress.

7.17.3 Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).

7.17.4 Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.

7.17.5 Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

7.17.6 Top Dressing:

After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

7.17.7 Verti cutting:

The Contractor shall have the ability to provide de-thatch as needed within a comprehensive sport field maintenance schedule/program.

7.18 Baseball/Softball/Soccer Field Landscaping and Maintenance Services:
The Contractor shall perform the following but not limited to landscape and maintenance services;

7.18.1 Leveling:
Ensure all fields are leveled and regulation complaint.

7.18.2 Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

7.18.3 Blowout dugouts and pitching warmup lanes as needed during the season of typically active play.

7.18.4 Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with topsoil and cover with sand.

7.18.5 Sod cut and box scrape all lips to eliminate hazards.

7.18.6 Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall.

7.18.7 Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide conditioner.

7.18.8 Inspect and repair any fencing that is detached or curling.

7.18.9 Inspect dugout gate latches and doors weekly and make repairs as needed.

7.18.10 Perform other necessary services to maintain regulatory requirements.

Note: The City is in the process of obtaining services to bring our fields up to regulated standards. Once this work has been completed, the Contractor shall perform the necessary landscaping and maintenance services required to maintain regulatory standards.

7.19 Trail And Trailhead
The Contractor shall provide landscaping and maintenance services at City trails and trailhead(s) to ensure they remain clean, safe, and assessable greenspace to residents and visitors.

7.19.1 Emergency Debris Removal Services: The Contractor shall provide debris removal services at trails and trailhead(s) on an as needed basis.

7.19.2 Debris and Trash:
The Contractor shall remove and dispose of all debris and trash found along the trails and trailhead(s) on a weekly basis.

7.19.3 Disposal:
The Contractor shall dispose of all debris and trash in the dumpsters located at the designated area(s).

7.19.4 Reporting:
The Contractor shall immediately report any damage and safety concerns and unsafe conditions to the Contract Administrator / Designee.

7.19.5 Paved/Concrete Areas:
The Contractor shall perform edging and cleaning services weekly paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

7.19.6 Graffiti/Property Damage:
The Contractor shall immediately (same day discovered) report graffiti and property damage (signs, benches, tables, etc.) to the Contract Administrator / Designee.

7.20 Parking Lots:
The Contractor shall ensure parking lots and surrounding areas are always clean. Services shall include but are not limited to:

7.20.1 Inspection Services:
The Contractor shall perform inspection services at the designated parking lots and surrounding areas daily.

7.20.2 Debris and Trash:
The Contractor shall remove and dispose of all debris and trash in dumpster(s) located in the designated area(s).

7.20.3 Mulch:
The Contractor shall ensure mulch is replacement/refreshed at least once a year to maintain a neat appearance at designated parking lot islands.

Note: Additional replacement/refresh services may be requested on an as needed basis to maintain appearances after heavy rain or weather conditions.

7.20.4 Parking Lot Islands:
The Contractor shall provide landscape and maintenance services to all parking lot islands. The islands shall be kept weed free and mowed regularly to control overgrowth.

7.20.6 Trees and Shrubs:
The Contractor shall ensure all trees and shrubs are pruned and trimmed regularly to maintain a neat and clean appearance. Annual tree and shrub pruning and trimming shall occur every January.

7.20.7 Vegetation:
The Contractor shall ensure all vegetation is trimmed and cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

7.21 Irrigation System Services:

7.21.1 Initial Inspection:
Upon award of this contract and completion of an initial inspection of the existing irrigation system.

7.21.2 Estimate for Initial Repairs:
The Contractor shall provide a formal written estimate inclusive of additional cost for repairs and services needed to bring the system to acceptable working conditions to the City. Repairs shall be completed at the City's expense, if approved.

7.21.3 Maintenance and Repair:

7.21.3.1 After initial repairs are made, the Contractor shall provide maintenance and repair services to the existing irrigation systems at each location. The Contractor shall present repairs and maintenance requirements to the Contract Administrator / Designee immediately and receive written approval prior to performing repairs.

7.21.3.2 The City shall agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

7.21.3.3 The Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week. Contract price shall include a system start-up and winterization.

7.21.3.4 Scheduled Inspections and Testing Services:
The Contractor shall perform regular inspects and testing services on existing irrigation systems. After each mowing and edging service, the irrigation system shall be inspected for damage. In May, July and September, the irrigation system will be checked, and spray patterns will be adjusted, and watering schedules modified as necessary to assure full coverage of the fields.

7.21.4 Winterization:
In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

7.21.5 Timers/Controllers:

7.21.5.1 The Contractor shall monitor timers and controllers to ensure they are functioning properly and ensure a cost savings to the City.

7.21.5.2 The Contractor shall make necessary programming adjustments to timers and controllers as needed. Adjustments shall be made in accordance to seasonal weather conditions. The Contractor shall make efforts to maximize water usage to minimize overflow onto sidewalks, driveways, streets, buildings, and common area with foot traffic.

7.22 Damages:
The Contractor shall notify the Contract Administrator / Designee of any damages caused by

its employees/staff immediately. If Contractor employees/staff cause damage to the irrigation system, damages and/or kills flowers/shrubbery/trees by mowers, metal-blade edgers, trimmers or pesticide application, the Contractor shall be responsible for all repairs and replacements at no additional cost to the City. Repairs and replacements shall occur within forty-eight (48) hours of the date and time of incident.

7.23 Supplies:
The Contractor shall be responsible for all supplies including but not limited to; turf chemicals, cleaning solvents, and any other materials required to perform the service herein.

7.24 Other Services:

7.24.1 Spring Clean-Up:
The Contractor shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

7.24.2 Fall Clean-Up:
The Contractor shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

7.24.3 Additional Services:
The City reserves the right to add other locations and request additional services. The Contractor shall provide an itemized written cost proposal for the additional location and additional services.

7.25 Emergency Services:
During and after a public emergency, disaster, hurricane, flood, and acts of God, the City shall be given "First Priority" for all services under this contract. Contractor agrees to provide all services to the City during and after the emergency / disaster at the same terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.

7.26 Debris Removal Services:
During and after a public emergency, disaster, hurricane, flood, and acts of God, the Contractor may be required to provide assistance with debris and removal services on an as needed basis.

7.27 Field Supervisor:
The Contractor shall provide a field supervisor. The field supervisor shall have a minimum of three (3) years of experience as ground's maintenance supervisor.

7.28 Full Time Staff:
The Contractor shall provide one (1) full time employee/staff with a degree in turf management, agronomy, or related field management.

7.29 Horticultural Services:
The Contractor shall provide horticultural services. The employee/staff performing horticultural services must be certified.

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. **Please Note:** The Contractor will be responsible for $100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

8.1 The Contractor shall be responsible for any and all damage resulting from the improper use, damage, or caused by its employees/staff.

8.2 The Contractor must use effective project management practices while working on this project consisting of but not limited to; clear communication with the City and other parties involved in this project, management of time and resources, and documentation of all services performed.

8.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this agreement.

8.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work sites.

8.5 The Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.

8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

8.7 The Maintenance of Traffic (MOT) (if needed): The Contractor shall be in conformance with the applicable sections of the GDOT Section 150 – Traffic Control (as applicable).

8.8 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention.

8.9 The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this agreement.

8.10 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

8.11 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the area in which work is being performed.

8.12 The Contractor shall assess the conditions at this site, notify the Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

8.13 Reporting Dangerous Conditions / Situations: The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at the work sites.

9. MEETINGS:
The Contractor shall participate in regular meetings throughout the term of this agreement. The date, time and place of the meeting will be arranged by the Contract Administrator / Designee.

9.1 Initial Meeting:
An initial kick off meeting will be held between the Contractor, designated Person of Contact (POC) and Contract Administration / Designee.

9.2 At this meeting, the Contractor shall identify his/her designated POC, supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities.

9.3 The POC shall represent the Contractor, and communications given to the person of contact shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

10. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

11. WORK SCHEDULE:
Regular work Hours: 7:00 am to 5:00 pm, 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. Memorial Day, July 4th, Labor Day, etc.) and City observed holidays.

12. WEATHER:
12.1 If adverse weather conditions are affecting the Contractors' ability to perform the services herein, such incidents shall be documented and contain data substantiating that weather conditions were abnormal for the period of time.

12.2 The Contractor will be required to promptly notify the Contract Administrator / Designee in writing of any such delays. Any such notification received by the Contract Administrator / Designee less than 24 hours than regular schedule time to commence services will not be acceptable.

13. RESPONSE TIME:
The Contractor shall respond to e-mail/voice mail communication no less than twenty-four (24) hours from receipt of communication (e-mail/voice mail). The Contractor shall respond to requests for services within twenty-four (24) hours from receipt of request.

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

15. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:
The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from OSHA and the City.

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

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

18. CLEAN UP:
The Contractor shall ensure all debris and trash is removed and disposed of in an appropriate manner after completing each form of service herein by the end of each workday. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

19. WORK ACCEPTANCE:
19.1 Services to be performed under this agreement will be inspected by Contract Administrator / Designee. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

19.2 The Contract Administrator / Designee shall provide written notice of issues with services performed. Written notice shall be provided within a minimum of twenty-four (24) hours from which services were performed and considered completed.

20. INVOICING AND PAYMENT:
The Contractor shall submit a detailed "itemized" invoice. Invoices shall specify the location in which services performed, and type of services performed at the location. Billing price/rates shall be in accordance with Attachment "B" – Bid Cost Proposal Form (Bid Sheet).

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EXHIBIT B

COST PROPOSAL

Location No. 1: Browns Mill Park Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	52	$ 150	$ 7,800
2	Mowing	WK	52	$ 300	$ 15,600
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 150	$ 7,800
4	Tree and Shrub Maintenance	WK	52	$ 100	$ 5,200
5	Exterior Color: Plants	WK	52	$ 50	$ 2,600
6	Ground Cover and Beds	WK	52	$ 50	$ 2,600
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$ 150	$ 7,800
8	Seven Point Chemical Program	YR	1	$ 10,000	$ 10,000
9	Parking Lots	WK	52	$ 30	$ 1,560
10	Weed Control (4 times per month March through October)	EA	48	$ 40	$ 1,920
11	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
12	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
13	Fertilization (3 times per year)	EA	3	$ 100	$ 300
14	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2,250
	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

15					
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 100	$ 100
17	Spring Clean-Up	EA	1	$ 200	$ 200
18	Fall Clean-Up	EA	1	$ 200	$ 200
19	Emergency Debris Removal Services	LS	1	$ 100	$ 100
20	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 67,170

Location No. 2: Southeast Athletic Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
21	Edging	WK	52	$ 150	$ 7,800
22	Mowing	WK	52	$ 400	$ 20,800
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 150	$ 7,800
24	Tree and Shrub Maintenance	WK	52	$ 100	$ 5200
25	Exterior Color: Plants	WK	52	$ 50	$ 2,600
26	Ground Cover and Beds	WK	52	$ 50	$ 2,600
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	$ 770	$ 40,040
28	Seven Point Chemical Program	YR	1	$ 20,000	$ 20,000
29	Parking Lots	WK	52	$ 30	$ 1,560
30	Weed Control (4 times per month March through October)	EA	48	$ 20	$ 960
31	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
32	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
33	Fertilization (3 times per year)	EA	3	$ 500	$ 1,500
34	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250

35	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 100	$ 100
37	Spring Clean-Up	EA	1	$ 200	$ 200
38	Fall Clean-Up	EA	1	$ 200	$ 200
39	Emergency Debris Removal Services	LS	1	$ 100	$ 100
40	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 114,850

Location No. 3: Salem Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
41	Edging	WK	52	$ 10	$ 520
42	Mowing	WK	52	$ 75	$ 3,900
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1,040
44	Tree and Shrub Maintenance	WK	52	$ 20	$ 1,040
45	Exterior Color: Plants	WK	52	$ 10	$ 520
46	Ground Cover and Beds	WK	52	$ 10	$ 520
47	Trails and Trailheads	WK	52	$ 30	$ 1,560
48	Parking Lots	WK	52	$ 30	$ 1,560
49	Weed Control (4 times per month March through October)	EA	48	$ 20	$ 960
50	Weed Control (3 times per month November through February)	EA	12	$ 20	$ 240
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
51	Fertilization (3 times per year)	EA	3	$ 100	$ 300
52	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2,250
53	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

54	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 60	$ 60
55	Spring Clean-Up	EA	1	$ 150	$ 150
56	Fall Clean-Up	EA	1	$ 180	$ 180
57	Emergency Debris Removal Services	LS	1	$ 50	$ 50
58	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 15,700

Location No. 4: Gregory Moseley Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
59	Edging	WK	52	$ 10	$ 520
60	Mowing	WK	52	$ 250	$ 13,000
61	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1,040
62	Tree and Shrub Maintenance	WK	52	$ 20	$ 1,040
63	Exterior Color: Plants	WK	52	$ 10	$ 520
64	Ground Cover and Beds	WK	52	$ 10	$ 520
65	Trails and Trailheads	WK	52	$ 30	$ 1,560
66	Parking Lots	WK	52	$ 30	$ 1,560
67	Weed Control (4 times per month March through October)	EA	48	$ 80	$ 3,840
68	Weed Control (3 times per month November through February)	EA	12	$ 50	$ 600
69	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 50	$ 600
70	Fertilization (3 times per year)	EA	3	$ 600	$ 1,800
71	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
72	Litter and Debris Pick-Up	YR	1	$ 200	$ 200

73	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 75	$ 75
73	Spring Clean-Up	EA	1	$ 200	$ 200
74	Fall Clean-Up	EA	1	$ 200	$ 200
75	Emergency Debris Removal Services	LS	1	$ 100	$ 100
76	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 29,725

Location No. 5: Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
76	Edging	WK	52	$ 2	$ 104
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 5	$ 260
78	Tree and Shrub Maintenance	WK	52	$ 5	$ 260
79	Exterior Color: Plants	WK	52	$ 2	$ 104
80	Ground Cover and Beds	WK	52	$ 5	$ 260
81	Trail and Trailheads	WK	52	$ 2	$ 104
82	Parking Lots	WK	52	$ 10	$ 520
83	Weed Control (4 times per month March through October)	EA	48	$ 5	$ 240
84	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 5	$ 60
86	Fertilization (3 times per year)	EA	3	$ 500	$ 1500
87	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
88	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 75	$ 75
	Spring Clean-Up	EA	1	$ 50	$ 50

90					
91	Fall Clean-Up	EA	1	$ 50	$ 50
92	Emergency Debris Removal Services	LS	1	$ 100	$ 100
93	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 6,357

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
94	Edging	WK	52	$ 2	$ 104
95	Mowing	WK	52	$ 5	$ 260
96	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 40	$ 2080
98	Tree and Shrub Maintenance	WK	52	$ 2	$ 104
99	Exterior Color: Plants	WK	52	$ 2	$ 104
100	Ground Cover and Beds	WK	52	$ 20	$ 1,040
101	Trails and Trailheads	WK	52	$ 4	$ 208
102	Parking Lots	WK	52	$ 4	$ 208
103	Weed Control (4 times per month March through October)	EA	48	$ 2	$ 96
104	Weed Control (3 times per month November through February)	EA	12	$ 2	$ 24
105	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
106	Fertilization (3 times per year)	EA	3	$ 60	$ 180
107	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
108	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
109	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

110	Spring Clean-Up	EA	1	$ 50	$ 50
111	Fall Clean-Up	EA	1	$ 50	$ 50
112	Emergency Debris Removal Services	LS	1	$ 50	$ 50
113	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 7,308

Location No. 7: Everett Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
114	Edging	WK	52	$ 2	$ 104
115	Mowing	WK	52	$ 5	$ 260
116	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 20	$ 1040
117	Tree and Shrub Maintenance	WK	52	$ 2	$ 104
118	Exterior Color: Plants	WK	52	$ 2	$ 104
119	Ground Cover and Beds	WK	52	$ 10	$ 520
120	Trails and Trailheads	WK	52	$ 10	$ 520
121	Parking Lots	WK	52	$ 30	$ 1560
122	Weed Control (4 times per month March through October)	EA	48	$ 5	$ 240
123	Weed Control (3 times per month November through February)	EA	12	$ 5	$ 60
124	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 5	$ 60
125	Fertilization (3 times per year)	EA	3	$ 20	$ 60
126	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
127	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
128	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

129	Spring Clean-Up	EA	1	$ 100	$ 100
130	Fall Clean-Up	EA	1	$ 100	$ 100
131	Emergency Debris Removal Services	LS	1	$ 50	$ 50
132	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 7392

Location No. 8: Panola Shoals					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
133	Edging	WK	52	$ 5	$ 260
134	Mowing	WK	52	$ 100	$ 5200
135	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 40	$ 2080
136	Tree and Shrub Maintenance	WK	52	$ 10	$ 520
137	Exterior Color: Plants	WK	52	$ 2	$ 104
138	Ground Cover and Beds	WK	52	$ 10	$ 520
139	Trails and Trailheads	WK	52	$ 50	$ 2600
140	Parking Lots	WK	52	$ 50	$ 2600
141	Weed Control (4 times per month March through October)	EA	48	$ 10	$ 480
142	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
143	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
144	Fertilization (3 times per year)	EA	3	$ 60	$ 180
145	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
146	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
147	Irrigation System Inspection, Maintenance and Repair Services	YR	1	$ 10	$ 10

148	Spring Clean-Up	EA	1	$ 100	$ 100
149	Fall Clean-Up	EA	1	$ 100	$ 100
150	Emergency Debris Removal Services	LS	1	$ 100	$ 100
151	Arborist/Horticultural Services	LS	1	$ 100	$ 100
				TOTAL ANNUAL COST:	$ 17,764

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
152	Edging	WK	52	$ 5	$ 260
153	Mowing	WK	52	$ 80	$ 4160
154	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	$ 10	$ 520
155	Tree and Shrub Maintenance	WK	52	$ 10	$ 520
156	Exterior Color: Plants	WK	52	$ 2	$ 104
157	Ground Cover and Beds	WK	52	$ 10	$ 520
158	Trails and Trailheads	WK	52	$ 50	$ 2600
159	Parking Lots	WK	52	$ 50	$ 2600
160	Weed Control (4 times per month March through October)	EA	48	$ 10	$ 480
161	Weed Control (3 times per month November through February)	EA	12	$ 10	$ 120
162	Pest Management: Insect and Disease Control (Once a month)	EA	12	$ 20	$ 240
163	Fertilization (3 times per year)	EA	3	$ 60	$ 180
164	Mulch Supply and Install (Once a year)	CY	30	$ 75	$ 2250
165	Litter and Debris Pick-Up	YR	1	$ 200	$ 200
166	Irrigation Maintenance and Repair Services	YR	1	$ 60	$ 60

167	Spring Clean-Up	EA	1	$ 100	$ 100
168	Fall Clean-Up	EA	1	$ 100	$ 100
169	Emergency Debris Removal Services	LS	1	$ 50	$ 50
170	Arborist/Horticultural Services	LS	1	$ 50	$ 50
				TOTAL ANNUAL COST:	$ 15114

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	$ 281,380
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	$ 844,140
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	$ 281,380
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	$ 281,380
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS	$ 1,406,900

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

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

Commercial General Liability (CGL):

- Each Occurrence Limit $1,000,000
- Personal & Advertising Injury Limit $1,000,000
- General Aggregate Limit $2,000,000

Products/Completed Ops. Aggregate Limit $2,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:
Environmental Impairment Liability (with 1 year extended reporting period)

- Each Occurrence $1,000,000
- Aggregate $2,000,000

Umbrella Liability $2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

Business Automobile Liability

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

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

THE CITY OF STONECREST GEORGIA

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

Yellowstone Landscape — Cliff McAllister
Bidder's Name — Signature

Business Development — 10/16/2025
Title — Date

Yellowstone Landscape Southeast
Company/Firm Name

4386 Lilburn Industrial Way Lilburn 30047
Address

770-312-4285
Phone Number

~~Cliff~~ CMcAllister@yellowstonelandscape.com
E-Mail Address

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

(SEAL) Alma Rosa Guzman NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires 02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

INDEMINIFICATION CLAUSE

Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Yellowstone Landscape Southmist — Bidder's Name

Signature

10/16/2025 — Date

State of Georgia

County of Gwinnett

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister who is (who are) personally known to me or who has produced Georgia Prim Licence as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 02/08/2029

(SEAL)

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

THE CITY OF STONECREST GEORGIA

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 Cliff McAllister

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

1. ✓ I am a United States citizen

OR

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

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

Signature of Applicant: Cliff McAllister Date: 10/16/2025

Printed Name: Cliff McAllister

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT 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 (No. 2).**

* 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:

Other Identifying Number: _____

Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

_____ (SEAL)
Commission Number

02/08/2029
Commission Expires

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Yellowstone Landscape Southeast, LLC — NAME OF BUSINESS

cmcallister@yellowstonelandscape.com — E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

Cliff McAllister
PRINTED NAME AND TITLE

4386 Lilburn Industrial Way
MAILING ADDRESS

Lilburn GA 30047
CITY, STATE, ZIP CODE

770-312-4285
TELEPHONE NUMBER

TYPE: Cell phone

Cliff McAllister who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

(SEAL)

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

EXHIBIT F

THE CITY OF STONECREST GEORGIA

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

Contractor(s) Name: Yellowstone Landscape Southeast

Address: 4386 Liburn Industrial Way Lilburn GA 30047

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.GA. § 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.

648969
E Verify ™ Company Identification Number

March 2013
Date of Authorization

BY: _____
(Authorized Officer or Agent)

Business Development Manager
Title

Date: 10/16/2025

*** 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.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this 16th day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman
Notary Public Signature

Alma Rosa Guzman
Notary Name, Printed, Typed or Stamped

(SEAL)

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

Commission Number: _____ Commission Expires: 02/08/2029

EXHIBIT D

THE CITY OF STONECREST GEORGIA

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 Yellowstone Landscape (Contractor), Southeast certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by Cliff McAllister (Authorized Officer or Agent Print) the Business Development Manager (Title)

of Yellowstone Landscape Southeast (Name of Company)

Cliff McAllister 10/16/2025

Signature Date

Cliff McAllister who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Alma Rosa Guzman

Notary Public Signature

Alma Rosa Guzman

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 02/08/2029

Alma Rosa Guzman
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
02/08/2029

(SEAL)

THE CITY OF STONECREST GEORGIA

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): Yellowstone Landscape Southeast, LLC

Address: 3235 North State Street P.O. Box 849

City: Bunnell State: FL Zip: 32110

Telephone No. 770-312-4285 FAX No. _____ Email: cmcallister@yellowstonelandscape.com

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL ✓**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
#1	9/16	#3	10/02		
#2	9/23	#4	10/02		

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: Cliff McAllister **Signature:** Cliff McAllister

Title: Business Development **Date:** 10/16/2025

THE CITY OF STONECREST GEORGIA

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
Cliff McAllister	Business Development Manager	770-312-4285

Authorized Signature / Name

Date: _____

Business Development Manager
Title

Federal Employer I.D. No. (FEIN): 80-0144209

Yellowstone Landscape Southeast, LLC
Legal Business Name

Dun and Bradstreet No.: 21165757

Website Address: www.yellowstonelandscape.com

Principal Place of Business Address: 3235 North State Street P.O.Box 849
(City/County/State) Cornelia GA 30510

Telephone Number: 770-312-4285

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ✓ Corporation
___ Other - Specify

(b) State of Incorporation: FL

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by Cliff McAllister (Authorized Officer or Agent Print) the Business Development (Title)

of Yellowstone Landscape Southeast (Name of Company)

Cliff McAllister 10/16/2025

SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: Cliff McAllister

Title: Business Development Manager

Signature: Cliff McAll

Company/Firm Name: Yellowstone Landscape Southeast

Address: 4386 Lilburn Industrial Way Lilburn GA 30047

Phone: 770-312-4285 E-mail Address: cmcallister@yellowstonelandscape.com

Date: 10/16/25

N/A

THE CITY OF STONECREST GEORGIA

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

_____

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

THE CITY OF STONECREST GEORGIA

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Yellowstone Landscape Southeast
Vendor FEIN: 80-0144209
Vendor's Authorized Representative Name and Title: Cliff McAllister - Business Development
Address: 4386 Lilburn Industrial Way
City: Lilburn State: GA Zip: 30047
Phone Number: 770-312-4285
Email Address: CmcAllister@yellowstonelandscape.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: Cliff McAllister
Title: Business Development Manager
Signature:
Date: 10/16/2025

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (4/1/2026) 11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1528310 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List P.O. Box 936347 Atlanta GA 31193	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** ACE Property and Casualty Insurance Company — 20699 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22632536 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA6676217 XEL4069294 - $1M x $1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDS4066360	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached.

CERTIFICATE HOLDER

22632536
City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest GA 30038

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Stonecrest, a political subdivision of the State of Georgia, its officials, employees, and volunteers are included as additional insureds with respects to General Liability, Auto Liability and Umbrella Liability coverage is on a primary and non-contributory basis as per written contract, subject to terms, conditions and exclusions of policies. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability, Umbrella Liability and Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law. 30 Day Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)
Trisler Landscape Management, LLC - Effective 9/1/25

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	As per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insur edwill not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	As per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Uofs Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to**A . Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2025 Policy No. GL 6676218 Endorsement No.

Named Insured: YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90 days except 10 days' notice for non-payment of premium where allowed by state law.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract. Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

(1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).

(2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:

(a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,

(b) While such written contract is in force, or until the end of the policy period, which ever occurs first.

(3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or,

(b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

(a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.

(b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025 Policy No. CA 6676217 Endorsement No.

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS

Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

POLICY NUMBER: CA 6676217

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025 Policy No. CA 6676217 Endorsement No.

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS

Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any
rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS

Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AZ, CO, FL, GA, IL, KS, MA, MI, NV, NM, NC, PA, SC, TN, VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025 Policy No. LDS4066360 Endorsement No.

Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WC 00 03 13 (04 84)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Specific Waiver

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: $

   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025 Policy No. LDS4066360 Endorsement No.

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 99 35**

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
CO, GA, IL, KS, MA, MI, NV, NM, PA, SC, VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025 Policy No. LDS4066360 Endorsement No.

Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for Vendor Recommendation for Fairington Playground Equipment & Shades Upgrades

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: Cooperative Purchase: Request to Issue a Purchase Order**

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PRESENTER: Tanisha Boynton, Procurement Manager & Hari Karikaran, City Engineer

PURPOSE: Seeking approval to purchase playground equipment for Fairington Park from Play South Playground Creators through a Cooperative Purchase under Sourcewell Contract No. 01521-BUR .

FACTS: As part of several improvements at Fairington Park, City Council allocated ARPA funds to purchase additional children's play equipment. Through Cooperative Purchase, staff sought to obtain proposals under Sourcewell Contract No. 01521-BUR, Playground and Water Play Equipment with Related Accessories and Services. This contract provides a cost-saving for the purchase and installation services needed to complete this project. Play South Playground Creators proposal includes the equipment installation services. The total cost to complete this project shall be $97,641.90. The Procurement Department and City Administration is requesting approval to issue a Purchase Order (PO) in the amount of $97,641.90. The Director of Finance and City Manager is seeking authorization to make payments with GL Account Number 230-6210-541200, ARPA funds. s

OPTIONS: Approve, Deny, Defer N/A

CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff is to purchase playground equipment for Fairington Park from Play South Playground Creators through a Cooperative Purchase under Sourcewell Contract No. 01521-BUR for a not-to-exceed amount of $97,641.90.

ATTACHMENTS:

(1) Attachment 1 - Play South Playground Creators Proposal
(2) Attachment 2 - Sourcewell Contract No. 01521-BUR
(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.

Play South PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date: 10/10/2025
Quote #: FP-Option01
Rep: Todd Wambold
Direct: (678) 350-8971

QUOTATION

	Bill to: SourceWell#195787	**Ship to:**
Name	City of Stonecrest	Fairington Park
Address	3120 Stonecrest Blvd	2831 Fairington Pkwy
City, State Zip	Stonecrest, Ga 30038	Lithonia Ga 30038
Contact & Phone	Hari Karikaran	Partrick Walker 470-445-7822
Email	hkarikaran@stonecrestga.gov	County: Dekalb

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
1	132-207788-1	All PlayEquipment on Design #132-207788-1 Includes: Synergy Structure SY-3799 (2-5 yr olds), 28x36 ShadePlayMax, Titan Chimes, Turtle and Duck Rocker, Games Playful Bench, Swing Bay w/Tot Bucke Arm and Freedom & Konnection Seat, Novo Sign		$ 47,898.00
1	EPDM	2000 Sq Ft of Poured in Place Rubber Surfacing for Manufacture Reccommended Fall Height, with 3" Compacted Stone Base		38,190.00
		Less SOURCEWELL Discount: 010521-BUR		**(3,352.86)**
		Additional 2025 Burke Fall Sale Discount: Sy-3799		**(4,038.94)**
		Orders Must be Placed by Decmeber 19th 2025 and Shipped by April 10th 2026, No exceptions		
		NOTES: This quote is valid for 30 Days. Please allow 10-12 weeks for Project Completion from Notice to Proceed. The color choices must be listed below before the order may be accepted. Your Official PO # May be Used for Purchasing. The Final Balance is DUE NET 30 Per SourceWell. Although every effort will be made to minimize disruption, no provision is made herein to repair or replaced accidentally damaged landscaping.		
		Regular Price:		$ 78,696.20
		Less Additional PlaySouth Discount:		**$ (1,000.00)**
			SubTotal	$ 77,696.20
			BurkeFreight	$ 3,230.70
			Sales Tax Rate 0.00%	
			Installation Svcs.	$ 16,715.00
			GRAND TOTAL	**$ 97,641.90**

COLORS:

Upright Posts _____
Steel Accessories _____
Plastic Slides _____
Plastic Panels _____
2-Color Plastics _____
Decks & Steps _____
Roofs _____

Authorized signature & date:

Terms Are NET 30
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 30 days after completion. Standard rock clause will apply to installation services.

Thank you for considering PlaySouth Playground Creators!!

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

FAIRINGTON PARK

PROPOSAL #: 132-207788-1-R2



3D Designer: Kendra

Play South
PLAYGROUND CREATORS

FAIRINGTON PARK

Burke
PLAY THAT
BCIBURKE.COM • 800.266.1250



Play South
PLAYGROUND CREATORS

3D Designer: Kendra

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

FAIRINGTON PARK

PROPOSAL #: 132-207788-1-R2



Play South
PLAYGROUND CREATORS

3D Designer: Kendra

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CONTRACT EXTENSION

Contract Number: 010521-BUR

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	BCI Burke 727 Northwest Way North Fond du Lac, Wisconsin 54937-1865 (Vendor)

have entered into Contract Number: 010521-BUR
for the procurement of: Playground and Water Play Equipment with Related Accessories and Services

The Contract has an expiration date of 2025-02-17 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-02-17 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Marianne Larson 560EA7AAB49D42D...
Authorized Signature	Authorized Signature
Jeremy Schwartz	Marianne Larson
Name	Name
Director of Operations and Procurement/CPO	Contract Administration & Events Manager
Title	Title
11/27/2023 | 3:06 PM CST	11/27/2023 | 1:33 PM PST
Date	Date

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Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 2/15/2021 | 10:34 PM CST

BCI Burke Company, LLC

DocuSigned by:
By: Doug Pietrowski
5E49EAF153C543E...
Doug Pietrowski
Title: Chief Financial Officer

Date: 2/15/2021 | 1:06 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:45 PM CST

DocuSign Envelope ID: 317DF553-8B6C-427D-8271-1A5E3F944659

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	BCI Burke Company, LLC
Does your company conduct business under any other name? If yes, please state:	WI
Address:	727 Northwest Way Fond du Lac, wi 54935
Contact:	Marianne Larson
Email:	mlarson@bciburke.com
Phone:	920-933-6701
HST#:	

Submission Details

Created On:	Thursday November 12, 2020 10:17:31
Submitted On:	Tuesday January 05, 2021 09:24:22
Submitted By:	Jessica Westphal
Email:	jwestphal@bciburke.com
Transaction #:	496579f6-aad4-4995-b61d-21d352c781ce
Submitter's IP Address:	24.196.128.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	BCI Burke Company, LLC	*
2	Proposer Address:	727 Northwest Way Fond du Lac, WI 54937	*
3	Proposer website address:	www.bciburke.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Pietrowski, Chief Financial Officer, 727 Northwest Way, Fond du Lac, WI 54937 dpietrowski@bciburke.com (920) 921-9220	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Sales Support Manager, 727 Northwest Way, Fond du Lac, WI 54397, mlarson@bciburke.com, (920) 933-6701	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Westphal, Sales Support Coordinator 727 Northwest Way, Fond du Lac, WI 54397, jwestphal@bciburke.com, (920) 933-6697	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. Burke just celebrated our 100th anniversary this year. Our mission at Burke is simple: To bring Play That Moves You to communities around the world. Our purpose each and every day is to create quality and innovative playground equipment that inspires us to move. We do this with a culture that is focused on outcomes where everyone wins – the Company, our Employees, our Representatives, our Partners, our Customers and the Community. It's what we focus on every day. See attachment Burke History.	*
8	What are your company's expectations in the event of an award?	Our expectations are that Burke and Sourcewell will work as a cohesive team to provide Sourcewell customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through Sourcewell We will market the Sourcewell contract to existing Burke and Sourcewell customers. We will introduce Sourcewell to the Canadian market using our current Representative and targeted Marketing initiatives to increase brand awareness for both Burke and Sourcewell in Canada. The Burke/Sourcewell partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the US and Canada.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BCI Burke FEIN#: 39-1900568 NCAIS #: 332300 Architectural & Structural Metals Manufacturing Industry Type: Manufacturing Sub Type: Fabricated Metal Product Manufacturing Burke is a privately held company that is growing rapidly and has a strong financial position. We are pleased to provide the attached references to demonstrate our financial strength. BCI Burke has entered its 100th year of continuous operation in 2020 making us the oldest commercial playground equipment manufacturer in the United States. Achieving longevity such as this can only be accomplished through continued operational discipline and financial strength. See financial attachments	*
10	What is your US market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout the United States. Our market share varies by territory but is as strong as 30% in some areas.	*
11	What is your Canadian market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout Canada Our market share varies by province but is as strong as 15% in some areas.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Burke has not ever petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Burke is best described as a manufacturer. Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory. Please see the enclosed Representative Territory map to identify coverage of Burke products and services throughout the United States and Canada. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship, professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end, this allows Burke and our Representatives to offer superior customer service to the end customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	It is a requirement in our industry to have all products certified through IPEMA to the ASTM F1487 and CSA Z614 playground safety standards for equipment and surfacing. We are active participants in the equipment certification program and the surfacing certification program, and all of our products are certified to the appropriate standards. Our company also maintains certification to ISO 9001 and ISO 14001, which are both necessities to compete and carry on business in our industry. BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke Installer Certification. Many of our Representative Firms send their installers to this training to become Burke Certified Installers to ensure our products are installed safely, properly and compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Burke has not had any Suspension or Disbarment proceedings during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Burke has been featured in many magazines and received recognition for many of our designs. • Featured in LASN 2017 Playground Issue – Hope Playground in Redmond, OR. • Featured in LASN 2016 School Issue – First United Methodist Church in Richardson, TX • 2015 Ruth Hughes Innovative Accessible Recreation Facility Award from the New Jersey Commission on Recreation for Individuals with Disabilities for The Jets Play 60 All Access Playground at Central Park of Morris County Please see attached Burke Awards for additional awards we have also received.	*
17	What percentage of your sales are to the governmental sector in the past three years	30% of Burke's sales over the past three years are to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	35% of Burke's sales over the past three years are to the education sector..	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA Partners - Contract # R170301 Over $18M in sales over past 3 years Equalis Group/Sourcing Alliance - Contract # 2020.05.4A New Contract, no reported sales at this time. HGACBuy- Contract # PR11-20 Approximately $1M in Sales in past 3 years Ohio State Contract – Schedule # 800702 Approximately $3M in Sales in past 3 years NJ State Contract – Contract # T0103, 16-FLEET-00134 Over $2.7M in Sales over past 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA – Contract #'s 47QSMA20D08NL & 47QSMA20D08NM Over $6 Million in sales over the past 3 years CMAS – Contract#'s 4-20-78-0025B & 4-20-78-0025C Over $700,000 in sales over the past 3 years	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mecklenburg County Parks and Recreation	James Rainey	(980) 314-1043	*
Downers Grove School District	Kevin Barto	(630) 719-5858	*
Charlotte County	Lacey Solomon	(941) 833-3840	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Clark County School Distict	Education	Nevada - NV	Playground Equipment, Surfacing, Install	Range from $15,000 to $250,000	$2,200,000	*
Town of Islip	Government	New York - NY	Playground Equipment, Surfacing and Install	ange from $2,000 to $155,000	$2,800,000	*
Camp Lejeune	Government	North Carolina - NC	Playground Equipment, Surfacing, Install and Demo	Range from $50,000 to $100,000 per Location	$6,500,000	*
USD 259	Education	Kansas - KS	Playground Equipment, Surfacing and Install	Range $500 to $120,000 per project	$1,700,000	*
IDEA Schools	Education	Texas - TX	Playground Equipment, Surfacing and Install	Range from $50,000 - $200,000	$2,800,000	*

Table 6: Ability to Sell and Deliver Service

Item XIII. c.

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Burke employs four Regional Sales Managers (RSM) who assist our Representative firms and customers in a variety of ways. Each RSM is assigned a territory within the United States and Canada (Northeast, Southeast, Western and Midwest). The RSMs assist our Representative Firms by joining them in customer visits, lunch & learns, tradeshows, territory development, training and recruiting. The RSMs report directly to Michael Phelan, Burke's President/CEO. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative firms and our customers. Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.	*
24	Dealer network or other distribution methods.	Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative firms are responsible for servicing all markets within their contracted territory. The Representative firms are independent entities that contract with Burke to sell Burke products within their specific territory. The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke works closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about Play that Moves Us today; it is about building a relationship with Sourcewell Partners and customers for years to come. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end this allows Burke and our Representatives to offer superior customer service to the end customer. Please see the enclosed Representative map to identify coverage of Burke products and services throughout the United States and Canada.	*
25	Service force.	We have one service and parts center with three full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. This website offers our Representatives a large amount of information they can access before, during or after our normal hours of operation. Burke has a toll free Customer Service telephone number available for customers to call the factory direct. Our Customer Service staff has the ability to process requests almost immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. Customer Service requests are forwarded directly to the Production Manager and their staff for immediate processing	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Burke Customer Service staff is arranged to provide a person to talk to when a arises. Incoming calls go directly to a real-live person, not an answering syster also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service staff has the ability to process requests immediately and we can service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the availability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing. Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, we regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestion for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments.. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Burke is very willing and able to provide our products and services to Sourcewell customers in Canada. Since 2010 we have had an Authorized Representative, PlayQuest Recreation, proudly representing Burke products in the Provinces of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Northern British Columbia. PlayQuest Recreation provides turnkey solutions for any sized project. Since then Burke has hired on two more Representatives. Cobequid Consulting representing the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and Suttle Recreation covering the Provinces of British Columbia and Yukon. Burke is actively seeking new Representation in the areas that are currently being serviced by Burke Direct. Burke's Regional Sales Manager visits Canada frequently and is working on partnerships with local installers and surfacing companies in Ontario and Quebec. In the City of Brampton, the fastest growing municipality in Canada, Burke equipment has been officially approved. Several architectural firms are scheduled to review Burke products and we are aggressively pursuing approval to be included in their specifications.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States and Canada without any geographic restrictions.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Burke is not restricted by any other cooperative agreements pertaining to the Member Sectors to which we can sell. Burke is able to provide our contracted products and services in the government, education and not-for-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell members in Hawaii and Alaska and in US Territories. These customers would be handled directly by Burke Corporate as a Burke direct customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Burke will develop and utilize cobranded postcard mailers, email blasts, and Google Adwords advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign. Website / Catalog Burke's two most impactful marketing initiatives are our website and catalog. Burke will maintain a dedicated page within our website outlining our relationship with Sourcewell and providing a link to the Sourcewell web site. Sourcewell will also be included in our printed catalog. Direct Mail Campaigns/ Co-branded Collateral/Advertising Schedule Our marketing team will build in the Sourcewell logo and language to co-brand our pieces in our scheduled marketing campaigns. Additionally, we will budget for additional mailings specific to Sourcewell Direct mail postcards will be sent to our database, along with any database records that Sourcewell provides. Print advertising is scheduled in local and national publications for the year and will include Sourcewell in our scheduled placements. These publications include, but are not limited to Parks & Recreation Magazine and Parks and Rec Business Magazine. We also participate in state specific publications such as California Parks and Recreation Society (CPRS) Magazine, and our partnership will also be reflected in those advertisements. Tradeshow Participation Burke has increased our presence in both the local and national tradeshow circuit, heavily increasing our marketing efforts for the National Recreation and Parks Association (NRPA) Annual Conference in September, as well as the American Society of Landscape Architects (ASLA) immediately following NRPA in October. We will incorporate the Sourcewell logo in our physical handouts, as well as our pre-and post-show marketing efforts, including print advertising in national magazines and show specific publications, email blasts, and our social media campaign. Internal Promotion Burke provides a Burke Spot for all upcoming news and events to all our employees and Representative Firms. We will send ongoing updates regarding the contract award and reminders will be include the Sourcewell contract in their communication and sales tactics. We hold an annual Sales Conference for our Representative Firms that include continuing education presentations and updates. Sourcewell contract details and reminders are included in these presentations. See attached examples of Burke's 2021 Catalog, Shade Systems Catalog, and current marketing materials used with similar contracts and promotions.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Burke uses Facebook, Twitter, LinkedIn, YouTube, Vimeo and a Blog to share pertinent information with followers that include both Representative and potential customers. Many of our Representatives share Burke posts and information with their followers to help spread the message even further. Burke also runs an email campaign, utilizes AdWords and Remarketing and participates in Facebook ads to assist in brand awareness and help promote its products.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By linking existing clients with Burke, Sourcewell can provide customers better and additional resources by promoting this contract and partnership. In addition to the marketing efforts above in Question 32, Burke will pull our existing government customers from our databases and send targeted email blasts and direct mail postcards to these contacts. Our message will include not only the award of the contract, but can also include our past efforts and successes utilizing this contract and encourage them to take advantage of this opportunity. Because these contacts are existing customers, our Representative Firms and sales staff can also contact some of these clients directly, based on the relationship we have built and sustained in some of these markets to promote the benefits of utilizing Sourcewell for another project.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most business is conducted through location Representatives due to the complexity of playground projects. If awarded the Sourcewell Contract, Burke is open to replicating an ordering system similar to the GSA Advantage website for use by Sourcewell customers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI Burke certifications. This is a two day training at a significantly reduced rate that inclu lodging and meals. Installers will also receive a tour of Burke Headquarters. Installer Training is optional; installers do not need to be Burke or NPCAI Certified to install our equipment as long as the installation instructions are followed. Burke also offers product training, including Lunch & Learns for designers and staff. Topics include: • Proper Playground Maintenance • Play That Moves You – Making The Case for Play • Designing Play That Moves You • Burke Product Training • Creating Safer Play – NPPS Safety Supervision Burke offers a continuing education program to Parks and Recreation professionals, Landscape Architects and Architects where they can obtain CEU credits and help further their education. The program is offered as a self-paced online course through AEC Daily as well as in-person at conferences, symposiums or Lunch and Learns. The in-person training is provided by a certified trainer and includes leave behind study guides and references to help keep important information at their disposal. These three courses are developed with experts in the field and provide no-cost training options and offer the opportunity to learn about Inclusive Play, Outdoor Fitness and Obstacle Courses and Outdoor Musical Instruments.	*
37	Describe any technological advances that your proposed products or services offer.	EZDesign Software Burke's Designers utilize our proprietary EZDesign software, which is known to be the most advanced in the industry – features all applicable safety standards and ADA requirements built right into the design configurator. KoreKonnect Direct-Bolt System Nucleus and Voltage feature our Industry-leading KoreKonnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-pro-rated Generations Warranty KoreKonnect clamp castings [Nucleus, Voltage] shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked on powder coating. Color compounded, rotationally molded plastics You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from UV degradation and fading like that of products produced via a Dry-Blend process. Rotationally Molded Plastic Parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-20 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2800 psi with flexural modulus of 90,000 psi.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We all share one earth, and at Burke we want to preserve our planet for future genera of children. We’ve implemented a variety of practices to help us help keep our shared a better, greener place. Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following: • Metal products, including stainless steel and copper/brass • Aluminum • Cardboard (separate dumpsters on site for this) • HDPE (High Density Polyethylene) • Wood pallets • Paper and aluminum cans and plastic bottles (bins at each person’s desk for these) Additionally, we have an internal EMAP (Environmental Management Action Plan) to try to achieve 100% LED Lighting in the entire facility over a three year span starting in 2019. To date we are over 90% LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas. Design: We design high-quality products with long life expectancies and quality components to extend the useable life of the play space. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use. Offices: Our corporate office uses energy efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect. Suppliers: To minimize transportation costs and fuel usage, we prefer to work with suppliers located near our manufacturing facility if at all possible. See attachment Green Initiative	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Burke has received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	BCI Burke is not eligible for WMBE or SBE accreditation, however many of our local Sales Representatives have obtained these accreditations.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Research At Burke we believe great product design comes from great research, for example we continue to study how children play with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities. Design To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety standards are met. Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together. Playground Grant Search and Fundraising Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. https://www.bciburke.com/resources/playground-funding-resources Promotions and Grants Burke offers three to four promotions annually that we will share with Sourcewell participants. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke's Generations Warranty®. We don't pro-rate your warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come. Labor is not included in Burke's warranty. However, numerous Burke Representatives include a supplemental warranty for labor related to warrant repairs on Burke equipment. Each warranty claim is reviewed on a case by case basis to ensure the full scope of the claim is understood and documented. It is during this review that a decision is made on the cost of labor and if it is to be covered in relation to the claim. See Burke Warranty and Shade Systems Warranty attachments	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Burke offers a Back-charge/Reimbursement form as needed (which includes mileage reimbursement) for when products are replaced. Every circumstance is handled individually by Customer Service staff and/or Plant Manager.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Burke has Authorized Representatives across the US and Canada that are able to assist with locating qualified installers for removal or replacement of parts. If there is a territory unrepresented by a Burke Dealer, Burke Corporate will locate a qualified organization to assist with product removal or installation. Many of Burke parts can be simply replaced without needing to rely on outside contractors or installers.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Burke does not cover warranty service for parts made by other manufacturers. Burke also takes great care in making sure we do not mix and match our parts with other manufacturers on the same piece of play equipment. Installers will, in most cases, work with whatever equipment is on site, even if it is multiple suppliers, however warranty service should be directed to the original manufacturer if at all possible.	*
47	What are your proposed exchange and return programs and policies?	If products are returned to Burke due to an error in ordering or the customer has changed their mind on something, parts that can go directly into stock with no additional work are simply put into stock and the customer is credited for those parts. Parts that need additional processing or re-powder coating are assessed a 25% re-stocking charge. If parts are not able to be used (as determined by the Quality Manager) and have to be scrapped, the customer will not receive credit for those items.	*
48	Describe any service contract options for the items included in your proposal.	Burke does not provide service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	There are no credit requirements for governmental entities purchasing with BCI Burke. All governmental entities are granted net 30 day terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	To assist with financing, Burke partners with NewLane Finance to offer a payment plan for approved customers. See NewLane Finance attachment	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Burke Representative will receive a signed quotation or purchase order from the Sourcewell customer. The Representative will utilize Burke's internet based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate quarterly reports which accurately reflect Sourcewell order totals.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke is currently not set up to accept P-card payments. If awarded the Sourcewell contract, Burke will carefully consider adding this capability.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All contract pricing is determined using product category discounts. Information relating to Burke equipment, Burke Turf, Burke Tiles, Shade and installation is provided in the Burke 2021 Price List attachment which includes Burke Equipment & Surfacing Pricing, Burke Equipment Installation Rates, and Shade Structures Pricing.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Burke will offer discounts off of list price for each product cate as follows: • 7% Discount off of published list prices: o Burke Playground Equipment o Sports & Recreation Equipment o Site Amenities o Borders • 5% Discount off of published list prices o Burke Turf o Burke Tiles 3.5% Discount for shade products • Burke Equipment Installation o Not to exceed rates based on List Price of proposed equipment. See attached chart which provides the rates for each state. • Burke Tile Installation Rates o A per tile rate based on location of project. See attached chart which provides the rates for each state. • Freight o Due to fluctuations in freight rates and the varying size and shape of playground equipment, freight is determined on a per project basis. Freight will be invoiced to NJPA customers at Burke's cost. The freight charge will be clearly noted on the quote provided by Burke. All pricing information relating to Burke equipment, Burke Turf, Burke Tiles and installation is provided in the Burke 2021 Price List attachment	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Burke will offer the following volume discounts on Burke Playground Equipment, Sports & Recreation Equipment, Site Amenities and borders: List Price Range Discount off of list price $1-$49,999 Standard proposed discount of 7% off of list price $50,000-$99,999 10% Discount off of list price $100,000 and above 15% Discount off of list price Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell customers and quoted accordingly. We will encourage Sourcewell customers to utilize these deep discounts when they are available. Please note that volume pricing does not apply to surfacing or installation.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourcewell customers are able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the Sourcewell contract. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for Sourcewell customers. Burke will provide line item quotations for these "open market" items on the Sourcewell quote, and will clearly indicate that these are "open market" goods and/or services. The Sourcewell customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs for the project will be indicated as a line item on the customer's quotation. Installation will be charged per the Equipment Installation Rate sheet included in the pricing section. These charges are "do not exceed" rates and do not apply to prevailing wage projects. Please see the Equipment Installation Rate sheet for more information. The customer will be notified of any additional charges that may apply to custom equipment, surface mount or coastal paint options.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii and Canada. The freight charges will be clearly noted on the quote provided by Burke.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Burke quotes out each project individually, we are ab accommodate special delivery requests (lift gate, residential de and timekeeper) for an additional cost which will be reflected on the quotation	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As mentioned in the answer to question 51, each Sourcewell customer order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Sourcewell contract. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Burke is pleased to offer an administrative fee of 2% of the of the customer price of all products and services invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Playground Equipment Sports & Recreation Equipment Site Amenities Shade Burke Turf and Burke Tiles Surfacing, including plastic borders Installation of Burke Equipment Installation of Burke Turf & Burke Tiles Delivery of all products Sourcewell customers will also be able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the contract. Our Representative firms sell a wide variety of products including water play, bleachers, shelters, surfacing (PIP, EWF etc.), offering a full turn-key solution for your park or school. See attachments: Burke 2021 Catalog Shade Systems Catalog	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Burke does not have any products or services that have subcategories.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item XIII. c.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	N/A	*
67	Water play and aquatic recreational structures and equipment.	( ) Yes (•) No	These products are available for purchase via open market designation through our local Representative Firms	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	Burke offers Burke Turf and Burke Tile pricing as line items on the contract. Additional surfacing options are available as open market items through our Authorized Representatives.	*
69	Services related to the solutions above.	(•) Yes ( ) No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract we will monitor our progress and success by measuring activity and revenue generation. The best metrics to capture this are tracking the project dollars quoted using the contract and the order dollars placed using the contract. We can track this by Representative firm and by territory to understand where we are being successful and develop targeted efforts for areas we want to improve.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Burke, we design and test our products to all applicable safety standards. We are participants in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to participate in the program and maintain certified products. Burke's Engineering and Product Design Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. We have six Burke employees from a variety of departments that are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). The design of our playspaces also promotes safety, well-being and accessibility by focusing on not just access but Universal Design. This means designing spaces to be useable for everyone in the community, regardless of ability, level of concentration or age. Not only do we provide a variety of play events that are designed with these principles, but the overall play environment design has the Universal Design lens with play variety and equity as important considerations. In order to create spaces for the well-being and development of all people, we need to design them with engagement, excitement, socialization and community for everyone.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Customizable playspaces can set your playground apart and create an imaginative play experience like no other! Your Burke Representative and our creative Design Team will help you bring your play environment to life and create a space that's as unique as your community with anything from custom vehicles, play panels, photo opportunity panels, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns, airplanes and more! Our Design Team has backgrounds in design, animation, landscape architecture and art and uses their creativity and experience to design a play environment that fosters pretend play and helps children develop friendships and enhance their imaginative skills.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	• ISO 9001:2015 Certification • ISO 14001:2015 Certification • Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. • Accredited IPEMA Certification facility • Alliant Energy's Second Nature™ Program • Partner with US Environmental Protection Agency Green Power Program • Partner with the National Program for Playground Safety (NPPS) and only playground manufacturer to give a free NPPS Playground Supervision Safety Kit with every modular play structure order! • Currently, six Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or an Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal related to the subject matter of this solicitation.

Item XIII. c.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jessica Westphal, Sales Support Coordinator, BCI Burke Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

DocuSign Envelope ID: FFAB8273-E00E-45B9-9904-E2FBEA635A02

AMENDMENT #1
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Table 13: Audit and Administrative Fee—Line Item Question 63 of the Proposal is deleted in its entirety and replaced with the following new language:

   RESPONSE: Burke is pleased to offer an administrative fee of 2% of the customer price of all products and services, excluding freight and bond charges, invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported, and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

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Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/10/2021 | 5:29 PM CST

BCI Burke Company, LLC

By: DocuSigned by: Marianne Larson 560EA7AAB49D42D...
Authorized Signature

Marianne Larson
Name – Printed

Title: Sales Support Manager

Date: 3/10/2021 | 2:23 PM PST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2021 | 5:47 PM CST

DocuSign Envelope ID: 8F5A91CB-8A14-47EC-88A9-81F81BFC4478

AMENDMENT #2
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/18/2021 | 4:23 PM CDT

BCI Burke Company, LLC

By: DocuSigned by: Doug Pietrowski 5E49EAF153C543E...
Doug Pietrowski

Title: CFO

Date: 3/18/2021 | 2:11 PM PDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 3/18/2021 | 4:25 PM CDT

DocuSign Envelope ID: 16CC7607-E02A-435B-92AC-C45824466FD3

AMENDMENT #3
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

> The response to question 49 in Table 10 of the Proposal is clarified to read: "Payment for equipment items will be due within 30 days after the products ship. Service-related items will typically be invoiced at completion of the project and will be due within 30 days of the invoice date. Larger projects may require progress payments, in which case, these terms will be clearly noted on the customer quotation."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/12/2023 | 7:49 PM CDT

BCI Burke Company, LLC

DocuSigned by:
By: Marianne Larson
F7548BD2B6B34BE...
Marianne Larson

Title: Contracts & Sales Admin Mgr

Date: 5/12/2023 | 12:26 PM PDT

Sourcewell–APPROVED:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/12/2023 | 8:24 PM CDT

BCI Burke Company, LLC #010521-BUR

Pricing for contract #010521-BUR is provided at the following discount levels to Sourcewell participating agencies:

Burke Playground Equipment
7% Discount off MSRP
Additional volume discounting available beginning at $50,000 List price

Burke Turf and Burke Tile Surfacing products
5% Discount off MSRP

Shade Systems Shade Products
3.5% Discount off MSRP

A separate pricing file for all contracted products has been provided. Please refer to this document for additional pricing information.

CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for Vendor Recommendation for Fairington Road Sidewalk Project

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Hari Karikaran, PE, City Engineer

PRESENTER: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PURPOSE: Seeking approval to award CITB-0014-25, Fairington Road Sidewalk Project to Georgia Highway Cable Barrier, LLC.

FACTS: Solicitation: On September 30, 2025, the City issued Invitation to Bid No. CITB-0014-25, Fairington Road Sidewalk Project. The solicitation was advertised on Bidnet and the City's website. The solicitation was broadcast to five hundred and fifty-four (554) vendors with bids due November 12, 2025. A total of eight (8) responses were received. The Procurement Department conducted an internal review of each submittal. Georgia Highway Cable Barrier, LLC submitted the lowest responsive and responsible bid in response to this solicitation and its requirements. Georgia Highway Cable Barrier, LLC award amount shall be $360,422.94 to complete this project. **Recommendation:** Based on the foregoing, it is recommended that City Council approve the recommendation for award and authorize the issuance of a Purchase Order (PO) for a not to exceed amount of $360,422.94 for the Fairington Road Sidewall Project. The Director of Finance and City Manager is seeking authorization to make payment from GL 300-1575-541603, CBDG – Fairington Sidewalk funds.

CITY COUNCIL AGENDA ITEM

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

RECOMMENDED ACTION: Approve Staff recommends approval of the recommendation to award and authorize the issuance of a Purchase Order (PO) to Georgia Highway Cable Barrier, LLC for the Fairington Road Sidewalk Project for a not to exceed amount of $360,422.94.

ATTACHMENTS:

(1) Attachment 1 - ITB-0014-25 Solicitation Package (Final) and Broadcast Information
(2) Attachment 2 - Bid Tabulation Sheet and Procurement Department Internal Review Form
(3) Attachment 3 - Georgia Highway Cable Barrier, LLC - Bid Submittal
(4) Attachment 4 - Georgia Highway Cable Barrier, LLC – SAMPLE Agreement
(5) Attachment 5 - Dekalb County CDBG Subrecipient Agreement and Resolution

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA AUTHORIZING THE EXECUTION OF CITB-0014-25 FOR THE FAIRINGTON ROAD SIDEWALK PROJECT CONTRACT WITH GEORGIA HIGHWAY CABLE BARRIER, LLC. FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED AND SIXTY THOUSAND FOUR HUNDRED AND TWENTY-TWO DOLLARS AND NINETY FOUR CENTS ($360,422.94); AND FOR OTHER PURPOSES.

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

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

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

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

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

WHEREAS, the City advertised CITB-0014-25 for the Fairington Road Sidewalk Project; and

WHEREAS, following a review and evaluation of the proposals submitted in response to the solicitation, Georgia Highway Cable Barrier, LLC was determined to be one of the most responsive and responsible offerors; and

WHEREAS, the City and the Contractor hereby agree the Contractor will be responsible for construction of sidewalks on Fairington Road ("Project"); and

WHEREAS, the total cost of the Project shall not exceed Three Hundred and Sixty Thousand Four Hundred and Twenty-Two Dollars And Ninety Four Cents ($360,422.94); and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to execute the contract attached hereto as Exhibit A with Georgia Highway Cable Barrier, LLC for construction of sidewalks on Fairington Road within the City of Stonecrest.

BE IT FURTHER RESOLVED, that the cost of the work shall not exceed THREE HUNDRED AND SIXTY THOUSAND FOUR HUNDRED AND TWENTY-TWO DOLLARS AND NINETY FOUR CENTS ($360,422.94).

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

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

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

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

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

RESOLVED this _____ day of _____, 2025.

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A

THE CITY OF STONECREST, GEORGIA

CONTRACT FOR FAIRINGTON ROAD SIDEWALK PROJECT

Table of Contents

ARTICLE I THE CONTRACT AND THE CONTRACT DOCUMENTS 1
1.1 The Contract 1
1.2 The Contract Documents 1
1.3 Entire Agreement 1
1.4 No Privity with Others 1
1.5 Intent and Interpretation 2
1.6 Ownership of Contract Documents 3
1.7 Hierarchy of Contract Documents 3
ARTICLE II THE WORK 3
ARTICLE III CONTRACT TIME 4
3.1 Contract Term 4
3.2 Time and Liquidated Damages 4
3.3 Substantial Completion 4
3.4 Time is of the Essence 4
ARTICLE IV CONTRACT PRICE 5
4.1 The Contract Price 5
ARTICLE V PAYMENT OF THE CONTRACT PRICE 5
5.1 Schedule of Values 5
5.2 Payment Procedure 5
5.3 Withheld Payment 7
5.4 Unexcused Failure to Pay 7
5.5 Substantial Completion 8
5.6 Completion and Final Payment 8
ARTICLE VI THE OWNER 9
6.1 Information, Services and Things Required from Owner 9
6.2 Right to Stop Work 10
6.3 Owner's Right to Perform Work 10
ARTICLE VII THE CONTRACTOR 10
7.1 The Contractor 10
7.2 Compliance with Contract 11
7.3 Reasonable Care and Skill 11

7.4 Warranty 11
7.5 Permits 11
7.6 Supervision 11
7.7 Schedules 12
7.8 Required Documents at the Site 13
7.9 Shop Drawings, Product Data and Samples 13
7.10 Cleaning the Site and the Project 13
7.11 Access to Work 13
7.12 Indemnity 13
7.13 Means, Methods, Techniques, Sequences, Procedures and Safety 14
7.14 Separate Contracts 14
ARTICLE VIII CONTRACT ADMINISTRATION 14
8.1 Engineering ..... **Error! Bookmark not defined.**
8.2 Engineer's Administration 14
8.3 Claims by the Contractor 15
8.4 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated 17
ARTICLE IX SUBCONTRACTORS 17
9.1 Definition 17
9.2 Award of Subcontracts 17
ARTICLE X CHANGES IN THE WORK 18
10.1 Changes Permitted 18
10.2 Change Order Defined 18
10.3 Changes in the Contract Price 18
10.4 Effect of Executed Change Order 19
10.5 Notice to Surety; Consent 19
ARTICLE XI UNCOVERING AND CORRECTING WORK 19
11.1 Uncovering Work 20
11.2 Correcting Work 20
11.3 Owner May Accept Defective or Nonconforming Work 20
ARTICLE XII CONTRACT TERMINATION 21
12.1 Termination by the Contractor 21
12.2 Termination by the Owner 21

12.3 Renewal 23
ARTICLE XIII OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE 24
ARTICLE XIV INSURANCE 24
ARTICLE XV MISCELLANEOUS 26
15.1 Governing Law 26
15.2 Successors and Assigns 26
15.3 Interpretation 26
15.4 Severability 26
15.5 Amendment and Waiver 26
15.6 Notice 27
15.7 Time is of the Essence 27
15.8 Participation in Federal Work Authorization Program 28
15.9 Counterparts 28
15.10 Captions 28
15.11 Surety 28
15.12 Interpretation 28

EXHIBIT A SCOPE OF WORK

EXHIBIT B COST ESTIMATE

EXHIBIT C E-VERIFY AFFIDAVIT

CONTRACT FOR FAIRINGTON ROAD SIDEWALK PROJECT AND INCORPORATED GENERAL CONDITIONS

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

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

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

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

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found

them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

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

1.6 Ownership of Contract Documents

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

1.7 Hierarchy of Contract Documents

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

ARTICLE II
THE WORK

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

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows: See **Exhibit A**, which is attached hereto and is incorporated herein by reference.

ARTICLE III
CONTRACT TIME

3.1 Contract Term

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

3.2 Time and Liquidated Damages

3.2.1 The Contractor shall commence the Work under this Agreement on the date established by a written Notice to Proceed given by the Owner to the Contractor fixing the date on which the Contract time will commence to run. The Contractor shall achieve Substantial Completion of the Work within One Hundred and Twenty (120) calendar days from receipt of the Notice to Proceed (NTP) and Purchase Order (PO)**,** unless another date is provided within the written Notice to Proceed. The number of consecutive calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.2.2 The Contractor shall pay the Owner the sum of five hundred ($500.00) per day for each and every business day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial completion.

3.4 Time is of the Essence

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

ARTICLE IV
CONTRACT PRICE

4.1 The Contract Price

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

4.1.2 The total lump sum amount to be paid by the Owner to the Contractor for the Contractor's limitedly and full performance of its obligations under the Agreement shall not exceed Three Hundred and Sixty Thousand Four Hundred and Twenty Two Dollars and Ninety Four cents ($360,422.94). See **Exhibit B** (Cost Estimate) attached hereto and incorporated by reference herein.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

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

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

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

5.3 Withheld Payment

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

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and all Contract Documents, and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner

the sum of Five Hundred ($500.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

5.6.5 The Owner and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et al*., and the provisions of said Act are herein waived.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible

material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability, therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a

recognized error, inconsistency, or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Compliance with Contract

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

7.3 Reasonable Care and Skill

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

7.4 Warranty

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

7.4.2 The standard of care applicable to the Contractor's services shall be the standard of skill and diligence normally employed by businesses performing the same or similar services at the time the Contractor's services are performed. For a twelve (12) month period commencing with the completion of the Work, the Contractor shall re-perform, solely at its own cost and without additional compensation due from the Owner, any services not meeting this standard. The Contractor further warrants that any service it undertakes in the performance of the Work will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

7.5 Permits

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

7.6 Supervision

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

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

Name	**Function**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Engineer a separate shop drawing and submittal schedule detailing the schedule for the submission to the Engineer of all shop drawings (if applicable) submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Engineer may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 Required Documents at the Site

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

7.9 Shop Drawings, Product Data and Samples

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

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, officers, employees, agents and representatives from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed

by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

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

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

7.14 Separate Contracts

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Engineer's Administration

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

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

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall

render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

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

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

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

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

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

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

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

8.3 Claims by the Contractor

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

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

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

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

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

8.3.5 *Claims for Additional Time* -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by Changes Ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the

event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

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

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

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

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

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

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and Engineer, issued after execution of this Contract, authorizing, and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in the Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or Engineer requires, an itemized accounting of such expenditures or

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

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

10.4 Effect of Executed Change Order

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

10.5 Notice to Surety; Consent

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

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 *For Convenience*

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

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

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

12.2.1.4

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

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

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

(i) Contract prices for labor, materials, equipment and other services provided under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

12.2.2 *For Cause*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority that has jurisdiction, or otherwise is guilty of a substantial violation of a material

provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

12.3 Renewal

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

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

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

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

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

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

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

(i) demobilization and remobilization, including such costs paid to Subcontractors;

(ii) preserving and protecting work in place;

(iii) storage of materials or equipment purchased for the Project, including insurance thereon;

(iv) performing in a later, or during a longer time frame than contemplated by this Contract.

ARTICLE XIV
INSURANCE

14.1 Insurance

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

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

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

• $1,000,000 each occurrence

• $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury

• $1,000,000 per occurrence for Property Damage

• $2,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

Workers' Compensation and Employer's Liability:
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

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

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

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

14.1.2 The Contractor will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) day

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

ARTICLE XV
MISCELLANEOUS

15.1 Governing Law

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

15.2 Successors and Assigns

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

15.3 Interpretation

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

15.4 Severability

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

15.5 Amendment and Waiver

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

15.6 Notice

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

If to the Owner/City:	**With copies to:**
City Manager	City Attorney
City of Stonecrest	Denmark Ashby Matricardi, LLC
3120 Stonecrest Blvd. Ste. 190	100 Hartsfield Centre Pkwy. Ste. 400
Stonecrest, Georgia 30038	Atlanta, Georgia 30354
If to the Contractor:	

Georgia Highway Cable Barrier, LLC
1122 Jimson Circle SE
Conyers, Georgia 30013

If to the Engineer:

_____
_____
_____
_____

15.7 Time is of the Essence

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

15.8 Participation in Federal Work Authorization Program

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

15.9 Counterparts

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

15.10 Captions

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

15.11 Surety

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

15.12 Interpretation

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

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

CITY OF STONECREST, GEORGIA	**GEORGIA HIGHWAY CABLE BARRIER, LLC.**
By: _____ (Signature)	By: _____ (Signature)
_____ (Printed Name and Title)	_____ (Printed Name and Title)
_____ (Date of Execution)	_____ (Date of Execution)
Attest: _____ **(SEAL)**	Attest: _____ **(SEAL)**

EXHIBIT A
SCOPE OF WORK

1. PURPOSE:
   The City of Stonecrest is seeking qualified and experienced bidders to respond to a fixed (one-time) project for the construction of sidewalks on Fairington Road. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid (CITB).

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

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

2. BACKGROUND:
   This project includes construction of a section of sidewalk at a single location within the limits of the City of Stonecrest, Georgia under a Georgia Department of Transportation (GDOT) Encroachment Permit.

3. CONTRACT ADMINISTRATOR:
   The designated Contract Administrator/Project Manager for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project. The Designee is Patrick Walker, Pwalker@stonecrestga.gov or (770) 224-0220.

4. PROJECT LOCATION: (See ***Attachment "C" – Parcel Map***)
   The project is located on the south side of Fairington Road/ U.S. 278 / S.R 12 to the west of Willowick Drive.

An aerial image shown below:





https://maps.app.goo.gl/UC7TRihQosPyrMzr7

Project Start (STATION 10+00) Fairington Road (looking east)



https://maps.app.goo.gl/kNwzPdopvqSFFEs56

Project End (STATION 32+86) Fairington Road (looking east)

5. WORK TO BE PERFORMED:
The Contractor shall construct a +/- 2,286 LF 5 ft. wide and 4 in. thick on the south side of Fairington Road from an area +/- 900 linear foot to the west of its intersection with the centerline of Willowrick Drive to a point +/- 316 linear feet to the east of its intersection with the centerline of Tiburon Drive, just beyond existing MARTA sign (see photos above & ***Attachment "C" – Parcel Map***). ***Refer to Attachments "D" – Site and Design Plans*** for additional project specific information.

Note: Items that are marked through on ***Attachment "D" - Site and Design plans*** **are hereby removed** and ***are not*** to be considered as a part of the scope of work to be performed by the awarded Contractor.

1. Phase 1 - Sequence of Construction:
    1. Setup a pre-construction meeting with contractor, owner/owner's representative and engineer of record prior to commencing any land disturbance activities.
    2. Notify GDOT Area Permit Inspector Raphael Parrot at (404) 783-7100 of Per-Construction who will participate in the pre-construction meeting.
    3. Notify City of Stonecrest 48 hours prior to beginning land-disturbing activities.
    3. Install perimeter best management practice (bmp) controls as shown on these plans.
    4. Maintain all sediment and erosion control features throughout the life of the project.
    5. After implementation of the above is completed, continue to phase 2.

2. Phase 2 – Sequence of Construction:
    1. Commence land disturbance activities.
    2. Install storm drainage.
    3. Install and maintain storm drain inlet and outlet protection measures.
    4. Use temporary stabilization measures (temp. seeding, straw, mulch) during this phase if disturbed areas are to be left exposed for greater than 14 days.

5. Maintain all sediment and erosion control features throughout the life of the project.
6. After implementation of the above is completed, continue to Phase 3 – Erosion Control Plan.

3. Grading: All tree save areas and buffers are to be clearly identified with flagging and/or fencing prior to commencement of any land disturbance.

4. Clearing and grubbing: On all areas where grading, excavating and fill are to be done, all timber brush, stumps, roots, rubbish and organic materials shall be removed. stump holes shall be filled with compacted clean soil. A minimum of six inches must be cut below the existing grade for entire area receiving fill. Storm detention measures must be accomplished concurrently with this phase. Refer to the current edition of the manual for erosion and sediment control.

5. Erosion Control: The contractor shall install erosion control measures that conform to the Georgia Soil and Water Conservation Commission Manual (Green Book) for sites that are disturbed, and pads are not completed. The Contractor shall furnish and maintain all necessary barricades while roadway frontage improvements are being made. Additional erosion control measures will be employed where determined necessary by actual site conditions to prevent the release of silt from the site. Prior to any other construction, a stabilized construction entrance shall be constructed at each entry to or exit from the site. Erosion measures shall remain in place for the duration of the project.

6. Debris Removal: The Contractor shall remove and properly dispose of all demolished asphalt and concrete.

7. Landscaping: The Contractor shall ensure disturbed or damaged grass and landscaping on backside of sidewalk matches the existing. The cost is to be included in “Grading” bid line item. Grass strips between the back of the curbs and front of the sidewalks shall be sod.

8. Existing Landscape Removal: The cost to remove existing grass and surrounding landscape shall be included in “Grading” bid line item.

9. Driveway Aprons: If modifications are required, the Contractor shall ensure proper drainage towards the curb and gutter lines are put in place.

10. ADA Compliance: The Contractor shall utilize yellow ADA detectable warning surfaces in “Conc Sidewalk, 4 In” for all ADA ramp construction.

11. Thermoplastic Pavement Markings: Final pavement markings shall match the signing & marking plans 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. Temporary pavement markings, where required, shall be

included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

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

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

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

   4. The Contractor shall conform to and meet the requirements of the Georgia Department of Transportation (GDOT) Standard Specifications Construction of Transportation System, as amended.

   5. The Contractor shall verify and confirm all dimensions provided in ***Attachment "D" – Site and Design Plans*** and report them to the Contract Administrator / Designee.

   6. The Contractor shall supervise and oversee all work performed under this contract.

   7. The Contractor shall provide and maintain a Punch list throughout the entire project.

   8. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

   9. The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

   10. The Contractor shall be responsible for preservation of all public property consisting of but not limited to; private property, fishing ponds, trees, monuments, highway signs and markers, fencing, grassy and sodded areas, alone and adjacent to the highway, roads and streets surrounding project sites except where work is to be performed.

   11. The Contractor shall assess the conditions at this site, notify the designated Project Manager in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues

   12. The Contractor shall be responsible for the appearance of all working personnel assigned to the projects

(clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

13. The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this contract.

14. The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

15. The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

16. The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

17. The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

18. The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).

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

20. Work Plan(s) and Timelines: The Contractor shall provide written work plan(s) and timelines for the proposed job. The City may revise, make changes and recommendations to the work plan(s) and timelines submitted by the Contractor as necessary to ensure project completion and compliance. The Contract Administrator / Designee shall review, approve, provide written acceptance of the work plan(s) and timelines provided by the Contractor. The Contract Administrator / Designee shall issue a Notice to Proceed (NTP) prior to the commencement of any work.

21. The Contractor shall provide a detailed bi-weekly work plan of project activities on Friday's by 2:00 PM consisting of intended work.

22. **Permits:** The City will provide GDOT Encroachment Permit ID No.: A-089-011311-7 to the Contractor. The Contractor shall be responsible for notifying GDOT Area Permit Inspector. The Contract shall be responsible for obtaining and maintaining all other applicable permits and licenses required to perform the scope of work herein.

23. **Restoration of Property:** Property - whether public or private - if damaged incurred due to neglect and/or misconduct of the Contractor during demolition or removed for the convenience of the work without receiving written consent from the City; ALL such property shall be repaired and/or replaced

by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator / Designee, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare. Retainage will be withheld until all remediation work has been completed to satisfactory.

24. Use of Subcontractors: The Contractor shall provide a list of subcontractors and complete the subcontractor's affidavit form included in ***Attachment "A" – Bidder's Required Forms***.

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

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

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

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

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

8. REPORTING REQUIREMENTS:
As stated on page CITB-4 of this solicitation package, this project is funded by CDBG funds. Throughout the project the Contractor shall submit a progress report to the City. The Contractor shall provide a project progress report monthly detailing work performed.

The progress report shall include the following but is not limited to:

1. A list of all employees and subcontractors including their job title(s)/description(s), hourly salary rate and total hours worked to complete each installation.

2. A list of any major equipment used to complete this project.

9. CONTRACT TERM:
The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. Time is of the essence for this project.

    1. The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days (Monday through Friday), of the date of the Notice to Proceed.

    2. The Work shall be Substantially Completed within **90** calendar days, (Monday through Friday), after the date when the Contract Time commences to run as provided in the Notice to Proceed.

    3. The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **120** calendar days, (Monday through Friday), after the date when the Contract Time commences to run as provided in the Notice to Proceed.

10. WORK SCHEDULE:
Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. ***Lane closures*** are limited to the hours of 9:00 AM to 4:00PM. 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. Memorial Day, July 4th, Labor Day, etc.).

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

12. RESPONSE TIME:
The Contractor shall respond to calls and e-mail communication sent by City within twenty-four (24) hours of receipt.

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

    1. If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities.

2. The Contractor will be required to promptly notify the City's Contract Administrator / Designee in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

14. LIQUIDATED DAMAGES:
Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of Five Hundred Dollars **($500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

15. MATERIALS AND METHODS:
Please refer to ***Attachment "D" – Site and Design Plan*** for additional technical specifications and additional Scope of Work**.** Materials and methods to complete this project shall be in accordance with GDOT requirements, Standard Specification 106 – Control of Materials will be used as a guide.

1. Materials must come from GDOT approved sources. The Contractor will be required to submit in writing a list of proposed sources of materials.

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

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

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

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

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

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

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

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

6. Traffic, whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signage) on the project sites at all times, particularly during inclement weather, to ensure that the ingress and egress are safely provided when and where needed.

7. Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

8. The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

9. All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will Contractor remove regulatory signing which may cause a hazard to the public.

10. The Contractor shall contact MARTA at least three weeks prior to commencement of any work to coordinate construction and rest of the signs.

11. **Public Notification**: The Contractor shall be responsible for installing variable message signs at each end of the project one week prior to commencement of work requiring lane closure. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures must be notified no less than one week prior to said closures.

18. UTILITY AND SEWAGE:
    1. Utilities: The Contractor shall notify Georgia Power or Applicable electrical company and obtain all applicable clearances prior to commencement of any excavation activities.

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

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

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

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

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

22. DAMAGE REIMBURSEMENT:
    The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from providing the requested services herein.

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

24. CLEAN UP:
    All usable materials and debris shall be removed from the premises at the end of each workday

and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

25. WORK ACCEPTANCE:
    1. Services to be performed under this agreement will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

    2. The City shall provide written notice of acceptance or rejection within five (5) business days of completion of inspection. Contractor may not invoice the City for any work performed unless and until City provides written notice of final acceptance.

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

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

    2. Submitted all other required contract deliverables; and

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

27. INVOICING AND PAYMENT:
    The Contractor shall submit a detailed "itemized" invoice list of equipment and labor used to complete this project. Installation fees shall be paid monthly as "Construction Progress". All one-time and reoccurring charges shall be identified on the invoice.

    Note: Payment Retainage - A payment retainage in the amount of **10%** is applicable to this contract. Retainage will be withheld until it has been determined that the Contractor has complied the requirements of the contract.

Attachment "C"



CITB-0014-25 REBID
Fairington Road Sidewalk Project (REBID)

ATTACHMENT "D"

SITE AND DESIGN PLANS ADDITIONAL SCOPE OF WORK

ATTACHMENT "E"

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS AND REQUIRED FORMS

ATTACHMENT "F"

HUD FORM 4010 FEDERAL LABOR STANDARDS PROVISIONS

ATTACHMENT "G"

DAVIS BACON AND PREVAILING WAGES

EXHIBIT B
BID COST PROPOSAL (BID SHEET)

MOBILIZATION AND MOT					
ITEM NO.	ITEM	UNIT OF	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1	$ 7,000.00	$ 7,000.00
2	Maintenance of Traffic (MOT) – Traffic Control	LS	1	$ 63,000.00	$ 63,000.00
3	Landscape and Maintenance Services	YR	1	$ 6,500.00	$ 6,500.00
4	Tree Removal and Root Removal Services	LS	1	$ 5,500.00	$ 5,500.00
ROADWAY					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
210-0100	Grading (Complete)	LS	1	$ 50,000.00	$ 50,000.00
441-0104	Concrete Sidewalk, 4 IN	SY	1520	$ 49.17	$ 74,738.40
500-3107 (NEW ITEM)	**Class A Concrete, Retaining Wall (Raising Culvert Head Wall) The dowels and epoxy shall be included in the cost for the concrete**	**CY**	**2**	**$ 3,300.00**	**$ 6,600.00**
500-3800 **(REVISED)**	Class A Concrete, Include Reinforced Steel **(BUS SHELTER PAD)**	CY	**11**	$ 1,120.00	$ 12,320.00
515-2015 (NEW ITEM)	**Galv Steel Pipe Handrail**	**LF**	**80**	**$ 72.62**	**$ 5,809.60**
441-5008	Concrete Header Curb, 6 In, TP 7	LF	12	$ 23.20	$ 278.40
441-6222	Concrete Curb & Gutter, 8 IN X 30 IN, TP 2	LF	231	$ 37.00	$ 8,547.00
609-1000 **(REVISED)**	Remove Roadway Slab	SY	**274**	$ 32.00	$ 8,768.00
610-0355	Remove Concrete Curb & Gutter All Sizes	LF	182	$ 38.00	$ 6,916.00
610-1055	Remove Guardrail, TP W	LF	251	$ 42.00	$ 10,542.00
641-1200 **(REVISED)**	Furnish and Install New Guardrail, TP W	LF	**435**	**$ 80.00**	$ 34,800.00

B-2

CITB-0014-25 REBID
Fairington Road Sidewalk Project
Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - **REVISED**

641-5012	Furnish and Install Guardrail Anchorage, TP 12	EA	2	$ 3,500.00	$ 7,000.00
643-8200	Furnish and Install New Barrier Fence (Orange), 4 FT	LF	300	$ 2.00	$ 600.00
	STORM DRAIN				
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
550-1180	Furnish and Install Storm Drainpipe, 18 IN., H 1-10	LF	8	$ 74.00	$ 592.00
550-4218	Furnish and Install Flared End Section, 18 IN Storm Drain	EA	1	$ 750.00	$ 750.00
611-3030 (NEW ITEM)	**Reconstruct Storm Sew Manhole, Type 1**	**EA**	**1**	**$ 2,250.00**	**$ 2,250.00**
668-4300	Furnish and Install Storm Sewer Manhole, TP 1	EA	1	$ 2,250.00	$ 2,250.00
	EROSION CONTROL				
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
162-1300 **(REVISED)**	Furnish and Install Erosion Control Check Dam, Type	EA	**15**	**$ 65.00**	**$ 975.00**
163-0232 **(REVISED)**	Temporary Grassing	**AC**	**1.6**	**$ 1,800.00**	**$ 2,880.00**
163-0240 **(REVISED)**	Furnish and Install Mulch	TN	**23**	**$ 352.00**	**$ 8,096.00**
165-0030 **(REVISED)**	Maintenance of Temporary Silt Fence, TP C	LF	**1260**	**$ 0.90**	**$ 1,134.00**
165-0040 **(REVISED)**	Maintenance of Erosion Control Check Dams / Ditch Checks	EA	**8**	**$ 0.90**	**$ 7.20**
167-1000	Water Monitoring and Sampling Services	EA	20	$ 250.00	$ 5,000.00
171-0030 **(REVISED)**	Furnish and Install Temporary Silt Fence, Type C	LF	**2520**	**$ 6.00**	**$ 15,120.00**
700-6910 **(REVISED)**	Furnish and Install Permanent Grassing	**AC**	**1.3**	**$ 2,200.00**	**$ 2,860.00**

B-3

CITB-0014-25 REBID
Fairington Road Sidewalk Project
Attachment "B" – Bid Cost Proposal Form (Bid Sheet) - **REVISED**

700-7010 (REVISED)	Furnish and Apply Liquid Lime	GL	4	$ 56.00	$ 224.00
700-8000 (REVISED)	Furnish and Apply Fertilizer Mixed Grade	TN	1.2	$ 870.00	$ 1,044.00
700-8100 (REVISED)	Furnish and Apply Fertilizer Nitrogen Content	LB	65	$ 1.91	$ 124.15
716-2000 (REVISED)	Furnish and Install Erosion Control Mats, Slopes	SY	1863	$ 1.85	$ 3,446.55

SIGNAGE AND MARKING

ITEM NO.	ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	TOTAL PRICE
611-5551	Rest Signs	EA	4	$ 120.00	$ 480.00
653-1501 (REVISED)	Thermoplastic Solid Traffic Stripe, 5 IN. White	LF	481	$ 2.75	$ 1,322.75
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN. White	LF	33	$ 9.33	$ 307.89
653-1804 (REVISED)	Thermoplastic Solid Traf Stripe, 8 IN. White	LF	704	$ 3.75	$ 2,640.00
				TOTAL COST:	$ 360,422.94

TOTAL COST IN WORDS: three hundred sixty thousand, four hundred twenty-two and ninety-four cents

Key:

LS - Lump sum **EA - Each** **SF – Square Foot** **AC – Acre** **LF - Linear Feet** **TN - Ton**

LBS - Pounds **FT - Feet** **SY - Square Yard** **TP - Type** **CY - Cubic Yard** **GL - Gallon**

EXHIBIT C
E-VERIFY AFFIDAVIT

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

Contractor(s) Name: Georgia Highway Cable Barrier LLC

Address: 1122 Jimson Circle SE Conyers, Georgia 30013

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.

2645172
E Verify ™ Company Identification Number

March 11, 2025
Date of Authorization

BY: Octavia D Smith
(Authorized Officer or Agent)

Business Manager
Title

Date: 10/02/2025

*** 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.

Other Identifying Number: N/A

The foregoing instrument was acknowledged before me this 02 day of October 20 25 by Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

(SEAL)

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: 5/30/29

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

EXHIBIT D
DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 Georgia Highway Cable Barrier LLC (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by Octavia D Smith (Authorized Officer or Agent Print) the Business Manager (Title)

of Georgia Highway Cable Barrier LLC (Name of Company)

Octavia D Smith
Signature

10/02/2025
Date

Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 5/2029

(SEAL)

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

EXHIBIT E
PURCHASING POLICY ADDENDUM

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by Octavia D Smith (Authorized Officer or Agent Print) the Business Manager/ (Title)

of Georgia Highway Cable Barrier LLC (Name of Company)

Octavia Smith
SIGNATURE

10/02/2025
DATE

INVITATION TO BID
(CONSTRUCTION)
(CITB)

CITB-0014-25 REBID

FAIRINGTON ROAD SIDEWALK PROJECT

SOLICITATION ISSUE DATE: Tuesday, September 30, 2025

BID'S DUE DATE and OPENING DATE:
Wednesday, November 12, 2025, by 3:00 P.M.

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

"Electronic" Submittals Must be uploaded to "Bidnet"
https://Bidnetdirect.com/georgia/cityofstonecrest

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038

TABLE OF CONTENT

TITLE	PAGE NO.
GENERAL INFORMATION	2
PROCUREMENT SCHEDULED AND EVENTS	4
SCOPE OF WORK	6
GENERAL TERMS AND CONDITIONS	15
SPECIAL TERMS AND CONDITIONS	28

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – BIDDER'S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
14. TRENCH SAFETY
15. BID BOND
16. PERFORMANCE AND PAYMENT BOND
17. SCHEDULE I AND SCHEDULE II
18. SUBCONTRACTOR LIST
19. REFERENCES

ATTACHMENT "B" – BID SHEET
ATTACHMENT "C" – PARCEL MAP ("AERIAL VIEW")
ATTACHMENT "D" – SITE AND DESIGN PLANS ADDITIONAL SCOPE OF WORK
ATTACHMENT "E" – REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS AND REQUIRED FORMS.
ATTACHMENT "F" – FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)
ATTACHMENT "G" – DAVIS BACON AND PREVAILING WAGES
ATTACHMENT "H" – Sample CONTRACT

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

Attention is called to the fact that this project is being funded ultimately through the Community Development Block Grant (**CDBG**) Program of the U.S. Department of Housing and Urban Development. The bidder is asked to pay special attention to the Federal Regulations included in the bid package. These regulations include The Davis-Bacon Act, Section 3, the Contract Work Hours and Safety Standards Act, the Copeland (Anti-Kickback Act), and the Fair Labor Standards Act.

The awarded Contractor and its subcontractor's Must comply with all federal regulations and requirements.

In addition to the documents in **Attachment "A"** – Bidder's Required Forms, Bidders are required to complete and submit the required forms from **Attachment "E"** – Requirements for Federally Assisted Construction Projects and Required Forms. **Failure to submit the required forms will result in a Non-Responsive determination.**

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement Specialist / Buyer identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is ***Friday, October 24, 2025 by 5:00 P.M.*** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.

- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any andall such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.

- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.

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PROCUREMENT SCHEDLE AND EVENTS

1. **PRE-BID MEETING**:
There will be a Pre-Bid Meeting on **Tuesday, October 14, 2025,** at **10:30 am**, local time, at City of Stonecrest **Annex Conference Room**, located at **City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038**. The purpose of this pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and view the area in which services will be performed.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:
The City of Stonecrest uses Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:
Electronic Bid Responses shall be submitted via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) in response to this solicitation**,** prior to the designated bids due date and time indicated in the solicitation, ***Wednesday, November 12, 2025* by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

BID BOND: REQUIRED FOR THIS SOLICITATION
FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, TUESDAY, NOVEMBER 11, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIBE AND NON-RESPONSIBLE DETERMINATION.

4. ELECTRONIC BID OPENING:
All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

Get the app now and be ready when your first meeting starts https://www.microsoft.com/en-us/microsoft-teams/downloadapp.

Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 210 962 045 388 9
Passcode: WF97xN34

Information on bid results and solicitations currently out to bid can be obtained on the City website: https://www.stonecrestga.gov/199/Procurement

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SCOPE OF WORK

1. PURPOSE:
The City of Stonecrest is seeking qualified and experienced bidders to respond to a fixed (one-time) project for the construction of sidewalks on Fairington Road. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid (CITB).

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

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

2. BACKGROUND:
This project includes construction of a section of sidewalk at a single location within the limits of the City of Stonecrest, Georgia under a Georgia Department of Transportation (GDOT) Encroachment Permit.

3. CONTRACT ADMINISTRATOR:
The designated Contract Administrator/Project Manager for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project. The Designee is Patrick Walker, Pwalker@stonecrestga.gov or (770) 224-0220.

4. PROJECT LOCATION: (See ***Attachment "C" – Parcel Map***)
The project is located on the south side of Fairington Road/ U.S. 278 / S.R 12 to the west of Willowick Drive.

An aerial image shown below:





https://maps.app.goo.gl/UC7TRihQosPyrMzr7

Project Start (STATION 10+00) Fairington Road (looking east)



https://maps.app.goo.gl/kNwzPdopvqSFFEs56

Project End (STATION 32+86) Fairington Road (looking east)

5. WORK TO BE PERFORMED:

The Contractor shall construct a +/- 2,286 LF 5 ft. wide and 4 in. thick on the south side of Fairington Road from an area +/- 900 linear foot to the west of its intersection with the centerline of Willowrick Drive to a point +/- 316 linear feet to the east of its intersection with the centerline of Tiburon Drive, just beyond existing MARTA sign (see photos above & ***Attachment "C" – Parcel Map***). ***Refer to Attachments "D" – Site and Design Plans*** for additional project specific information.

Note: Items that are marked through on ***Attachment "D" - Site and Design plans*** **are hereby removed** and ***are not*** to be considered as a part of the scope of work to be performed by the awarded Contractor.

1. Phase 1 - Sequence of Construction:
    1. Setup a pre-construction meeting with contractor, owner/owner's representative and engineer of record prior to commencing any land disturbance activities.
    2. Notify GDOT Area Permit Inspector Raphael Parrot at (404) 783-7100 of Per-Construction who will participate in the pre-construction meeting.
    3. Notify City of Stonecrest 48 hours prior to beginning land-disturbing activities.
    3. Install perimeter best management practice (bmp) controls as shown on these plans.
    4. Maintain all sediment and erosion control features throughout the life of the project.
    5. After implementation of the above is completed, continue to phase 2.

2. Phase 2 – Sequence of Construction:
    1. Commence land disturbance activities.
    2. Install storm drainage.
    3. Install and maintain storm drain inlet and outlet protection measures.
    4. Use temporary stabilization measures (temp. seeding, straw, mulch) during this phase if disturbed areas are to be left exposed for greater than 14 days.
    5. Maintain all sediment and erosion control features throughout the life of the project.
    6. After implementation of the above is completed, continue to Phase 3 – Erosion Control Plan.

3. Grading: All tree save areas and buffers are to be clearly identified with flagging and/or fencing prior to commencement of any land disturbance.

4. Clearing and grubbing: On all areas where grading, excavating and fill are to be done, all timber brush, stumps, roots, rubbish and organic materials shall be removed. stump holes shall be filled with compacted clean soil. A minimum of six inches must be cut below the existing grade for entire area receiving fill. Storm detention measures must be accomplished concurrently with this phase. Refer to the current edition of the manual for erosion and sediment control.

5. Erosion Control: The contractor shall install erosion control measures that conform to the Georgia Soil and Water Conservation Commission Manual (Green Book) for sites that are disturbed, and pads are not completed. The Contractor shall furnish and maintain all necessary barricades while roadway frontage improvements are being made. Additional erosion control measures will be employed where determined necessary by actual site conditions to prevent the release of silt from the site. Prior to any other construction, a stabilized construction entrance shall be constructed at each entry to or exit from the site. Erosion measures shall remain in place for the duration of the project.

6. Debris Removal: The Contractor shall remove and properly dispose of all demolished asphalt and concrete.

7. Landscaping: The Contractor shall ensure disturbed or damaged grass and landscaping on backside of sidewalk matches the existing. The cost is to be included in "Grading" bid line item. Grass strips between the back of the curbs and front of the sidewalks shall be sod.

8. Existing Landscape Removal: The cost to remove existing grass and surrounding landscape shall be included in "Grading" bid line item.

9. Driveway Aprons: If modifications are required, the Contractor shall ensure proper drainage towards the curb and gutter lines are put in place.

10. ADA Compliance: The Contractor shall utilize yellow ADA detectable warning surfaces in "Conc Sidewalk, 4 In" for all ADA ramp construction.

11. Thermoplastic Pavement Markings: Final pavement markings shall match the signing & marking plans 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. Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

6. CONTRACTOR RESPONSIBILITY:

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

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

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

4. The Contractor shall conform to and meet the requirements of the Georgia Department of Transportation (GDOT) Standard Specifications Construction of Transportation System, as amended.

5. The Contractor shall verify and confirm all dimensions provided in ***Attachment "D" – Site and Design Plans*** and report them to the Contract Administrator / Designee.

6. The Contractor shall supervise and oversee all work performed under this contract.

7. The Contractor shall provide and maintain a Punch list throughout the entire project.

8. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

9. The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10. The Contractor shall be responsible for preservation of all public property consisting of but not limited to; private property, fishing ponds, trees, monuments, highway signs and markers, fencing, grassy and sodded areas, alone and adjacent to the highway, roads and streets surrounding project sites except where work is to be performed.

11. The Contractor shall assess the conditions at this site, notify the designated Project Manager in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues

12. The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

13. The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this contract.

14. The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

15. The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

16. The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

17. The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

18. The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).

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

20. Work Plan(s) and Timelines: The Contractor shall provide written work plan(s) and timelines for the proposed job. The City may revise, make changes and recommendations to the work plan(s) and timelines submitted by the Contractor as necessary to ensure project completion and compliance. The Contract Administrator / Designee shall review, approve, provide written acceptance of the work plan(s) and timelines provided by the Contractor. The Contract Administrator / Designee shall issue a Notice to Proceed (NTP) prior to the commencement of any work.

21. The Contractor shall provide a detailed bi-weekly work plan of project activities on Friday's by 2:00 PM consisting of intended work.

22. **Permits:** The City will provide GDOT Encroachment Permit ID No.: A-089-011311-7 to the Contractor. The Contractor shall be responsible for notifying GDOT Area Permit Inspector. The Contract shall be responsible for obtaining and maintaining all other applicable permits and licenses required to perform the scope of work herein.

23. **Restoration of Property:** Property - whether public or private - if damaged incurred due to neglect and/or misconduct of the Contractor during demolition or removed for the convenience of the work without receiving written consent from the City; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator / Designee, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare. Retainage will be withheld until all remediation work has been completed to satisfactory.

24. Use of Subcontractors: The Contractor shall provide a list of subcontractors and complete the subcontractor's affidavit form included in ***Attachment "A" – Bidder's Required Forms***.

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

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

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

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

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

8. REPORTING REQUIREMENTS:
As stated on page CITB-4 of this solicitation package, this project is funded by CDBG funds. Throughout the project the Contractor shall submit a progress report to the City. The Contractor shall provide a project progress report monthly detailing work performed.

The progress report shall include the following but is not limited to:

1. A list of all employees and subcontractors including their job title(s)/description(s), hourly salary rate and total hours worked to complete each installation.

2. A list of any major equipment used to complete this project.

9. CONTRACT TERM:
The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. Time is of the essence for this project.

1. The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days (Monday through Friday), of the date of the Notice to Proceed.

2. The Work shall be Substantially Completed within **90** calendar days, (Monday through Friday), after the date when the Contract Time commences to run as provided in the Notice to Proceed.

3. The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **120** calendar days, (Monday through Friday), after the date when the Contract Time commences to run as provided in the Notice to Proceed.

10. WORK SCHEDULE:
Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. ***Lane closures*** are limited to the hours of 9:00 AM to 4:00PM. 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. Memorial Day, July 4th, Labor Day, etc.).

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

12. RESPONSE TIME:
The Contractor shall respond to calls and e-mail communication sent by City within twenty-four (24) hours of receipt.

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

1. If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities.

2. The Contractor will be required to promptly notify the City's Contract Administrator / Designee in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

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

15. MATERIALS AND METHODS:
Please refer to ***Attachment "D" – Site and Design Plan*** *f*or additional technical specifications and additional Scope of Work**.** Materials and methods to complete this project shall be in accordance with GDOT requirements, Standard Specification 106 – Control of Materials will be used as a guide.

1. Materials must come from GDOT approved sources. The Contractor will be required to submit in writing a list of proposed sources of materials.

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

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

17. MAINTENANCE OF TRAFFIC (MOT):

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

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

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

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

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

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

6. Traffic, whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signage) on the project sites at all times, particularly during inclement weather, to ensure that the ingress and egress are safely provided when and where needed.

7. Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

8. The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

9. All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will Contractor remove regulatory signing which may cause a hazard to the public.

10. The Contractor shall contact MARTA at least three weeks prior to commencement of any work to coordinate construction and rest of the signs.

11. **Public Notification**: The Contractor shall be responsible for installing variable message signs at each end of the project one week prior to commencement of work requiring lane closure. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures must be notified no less than one week prior to said closures.

18. UTILITY AND SEWAGE:
    1. Utilities: The Contractor shall notify Georgia Power or Applicable electrical company and obtain all applicable clearances prior to commencement of any excavation activities.

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

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

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

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

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

22. DAMAGE REIMBURSEMENT:
    The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from providing the requested services herein.

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

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

25. WORK ACCEPTANCE:
    1. Services to be performed under this agreement will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

    2. The City shall provide written notice of acceptance or rejection within five (5) business days of completion of inspection. Contractor may not invoice the City for any work performed unless and until City provides written notice of final acceptance.

26. FINAL INSPECTION AND WORK ACCEPTANCE:

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

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

2. Submitted all other required contract deliverables; and

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

27. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment and labor used to complete this project. Installation fees shall be paid monthly as "Construction Progress". All one-time and reoccurring charges shall be identified on the invoice.

Note: Payment Retainage - A payment retainage in the amount of **10%** is applicable to this contract. Retainage will be withheld until it has been determined that the Contractor has complied the requirements of the contract.

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page CITB-2 of this solicitation package and on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Questions received after this time will not be answered.

    - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**).

    - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.

    - **Bidder** shall verify in Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.

2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

    The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BID BOND: REQUIRED FOR THIS SOLICITATION.**
    A COPY OF THE BID BOND MUST BE UPLOADED IN BIDNET. FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.
    Each submittal shall be accompanied by a bid guaranty in an amount equal to five (5)% percent of the total bid amount, payable to The City of Stonecrest. A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City, or bid bond in such amount, shall accompany each bid response as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid submittal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the bid of the successful Bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

5. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.

6. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report should be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
   - Excellent - Far exceeds requirements.
   - Good - Exceeds requirements
   - Fair - Just meets requirements.
   - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
   - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

   This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

7. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.

8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.

9. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

   The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

   The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

   The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

   Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

10. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.

11. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

    "Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure."**

12. **CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

13. **CONTRACT ADMINISTRATOR:** The City may designate a Contract Administrator whose principal duties shall be:
    - Liaison with Proposer.
    - Coordinate and approve all work under the contract.
    - Resolve any disputes.
    - Assure consistency and quality of Proposer's performance.
    - Schedule and conduct Proposer performance evaluations and document findings.
    - Review and approve for payment all invoices for work performed or items delivered.

14. **CONTRACT PERIOD:** This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).

15. **DEBARRED OR SUSPENDED BIDDERS:** The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

    In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

16. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

17. **DRUG-FREE WORKPLACE:** Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. **DUN & BRADSTREET REPORT REQUIREMENT:** The City of Stonecrest may review the Bidder's rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

19. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

    The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

20. **GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

21. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

22. **INDEMNIFICATION:** Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

    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 Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor 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.

    The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor 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 Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

    No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor 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 statue 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 Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section 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.

23. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page CITB-4 of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

24. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.

25. **INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.

26. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

27. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

28. **LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS.

29. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.

30. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.

31. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

32. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

    Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

    Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

33. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

34. **NON-DISCRIMINATION:** It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor'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 withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

35. NOTICE: Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

36. OPEN RECORDS ACT:
The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

(a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

(b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

37. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

38. PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

39. PAYMENT: Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number***.

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

40. PERFORMANCE AND PAYMENT BOND: REQUIRED FOR THIS SOLICITATION
BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

1. This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of $100,000.00; however, the City may also require bonds for construction contracts valued at less than $100,000.00 of for any non-construction contracts.

    - Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

2. The Contractor shall furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.
3. Should the successful Bidder fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Georgia, cash, cashiers or official bank check.

4. All bonds must be underwritten by a surety company authorized to issue bonds in the State of Georgia. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Contract.

5. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Georgia, or it ceases to meet the requirements of O.C.G.A. § 36-91-70, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

6. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Bidder shall provide an annually renewed Bond. Bonds shall be executed by the Bidder and surety company authorized to do business in the State of Georgia with an A.M. Best rating of "A-"(Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.

7. If the value of the contracted work increases, the Bidder shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.

8. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

41. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page CITB-30 of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing the type of services requested herein in Dekalb County and the City, shall constitute an event of default.

42. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

43. PRICES: Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

- **C.O.D.:** Cash on delivery shipments will not be accepted.

- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

44. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

  1. *Timeliness.*
     a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.

     b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

     c. Untimely protests are invalid and shall be denied as such.

  2. *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:
     a. Identity and contact information of protestor;

     b. Appropriate identification of the subject solicitation or award;

     c. Detailed statement of the legal and factual grounds of the protest;

     d. Documentation supporting the protest and/or allegations;

     e. Statement of the specific relief requested; and

     f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

  3. *Submission of Protests.* All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.

  4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

  5. *Decision on Protest.* The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

  6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within

seven (7) days of receipt of the decision.

a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

45. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

46. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

47. RESERVATION FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the

Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts, the number and scope of conditions attached to the bid.

48. **RIGHTS TO INVESTIGATE AND AUDIT:** OFFICE OF THE INSPECTOR GENERAL - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

49. **SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.

50. **SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

    Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

    False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

    Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth $100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

51. **STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

    The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to

conduct business in the State of Georgia.

52. **TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City *unless an exemption is available to the Contractor or contractor,* nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

53. **TERMINATION:**

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

54. **WITHDRAWALS**: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:
This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:
There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract and/or Purchase Order (PO) incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:
The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:
The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **five (5) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:
In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. ***Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination. Submittal will not be evaluated and considered for award.***

THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPOSIBLE TO THIS SOLICITATION. ***Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination. Submittal will not be evaluated and considered for award.***

Required licenses and certifications shall consist of the following, but are not limited to:

State:
- General Contractors License
  (Issued by the State of Georgia of Business and Professional Regulation)
- Certified Underground Utility and Excavation Contractor License
  (Issued by the Georgia Secretary of State)
- Copy of Active/Current Business License

Note: Business Must be registered to do business in the State of Georgia

6. REQUIRED PERMITS AND FEES:
The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:
Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

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

- $1,000,000 each occurrence
- $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $2,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident, $100,000 disease per employee and $500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.
For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

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

Property Coverage (Builder's Risk)

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

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

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. **The City shall be named as an *Additional Insured on all liability policies*, with the exception of Workers' Compensation.**
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov

ATTACHMENT "A"

BIDDER'S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder's submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

_____ Bidder's Certification Page signed and notarized

_____ All required forms completed, signed and notarized (as applicable)

_____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.

_____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ _____
NAME OF BUSINESS E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

_____
PRINTED NAME AND TITLE

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

_____
TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): _____

Address: _____

City: _____State: _____ Zip:_____

Telephone No._____ FAX No._____Email: _____

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

_____

_____

_____

_____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number

_____ Date: _____
Authorized Signature / Name

_____ Federal Employer I.D. No. (FEIN): _____
Title

Dun and Bradstreet No.: _____

_____
Legal Business Name Website Address: _____

Principal Place of Business Address:_____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
___Other - Specify

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by _____the_____
(Authorized Officer or Agent Print) (Title)

of _____
(Name of Company)

_____ _____
SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____ E-mail Address: _____

Date: _____

THE CITY OF STONECREST GEORGIA

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

_____

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: ___ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT 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 (No. 2).**

* 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:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ _____ **(SEAL)**

Notary Public Signature Commission Number

_____ _____

Notary Name, Printed, Typed or Stamped Commission Expires

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 _____ (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by _____ (Authorized Officer or Agent Print) the _____ (Title)
of _____ (Name of Company)

_____ _____
Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

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

Contractor(s) Name: _____

Address:_____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

_____ _____
E Verify ™ Company Identification Number Date of Authorization

BY: _____ _____
(Authorized Officer or Agent) Title

Date: _____

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ **(SEAL)**

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INDEMINIFICATION CLAUSE

Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

_____	_____	_____
Bidder's Name	Signature	Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

_____ _____
Bidder's Name Signature

_____ _____
Title Date

_____
Company/Firm Name

_____
Address

_____
Phone Number

_____
E-Mail Address

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his/her bid and in the Total Bid Price are costs for complying with the Georgia Underground Facility Protection Act (GUFPA). The Bidder further identifies the costs of such compliance to summarized below:

Trench Safety Measures (Describe)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				

The Bidder certifies that all trench excavation done within his/her control in excess of five (5') feet in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R.s. 1926.650 Subpart P. and the Georgia Underground Facility Protection Act (GUFPA).

Failure to complete the above may result in a non-responsive, non-responsible determination.

Date: _____

Name: _____ Signature: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INSURANCE

BIDDERS **MUST** SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

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 Successful 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 Successful 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.

PERFORMANCE BOND

BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of $100,000.00; however, the City may also require bonds for construction contracts valued at less than $100,000.00 of for any non-construction contracts.

Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

The Contractor shall furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

SCHEDULE 1

BID NUMBER:_____ LIAISON:_____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS

ENTERPRISE TO:_____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

____an individual _____a corporation _____a partnership _____a joint venture

____The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____ % of the dollar value will be awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE:_____ BY:_____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-1

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

BID NUMBER:_____ LIAISON:_____

TO:_____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual_____a corporation _____a partnership _____a joint venture

____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____% of the dollar value will be awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF LOCAL CONTRACTOR)

DATE:_____

BY:_____
(SIGNATURE OF LOCAL CONTRACTOR)

SCH-2

SUBCONTRACTORS

Please provide a list of Subcontractors that will be used to complete the work requested herein

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing services requested of similar size and scope the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

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_____

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

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_____

Description of work that was self-performed by Bidder:

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_____

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0014-25 REBID, Fairington Road Sidewalk Project

*** NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

MOBILIZATION AND MOT					
ITEM NO.	**ITEM**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Mobilization/Demobilization	LS	1	$	$
2	Maintenance of Traffic (MOT) – Traffic Control	LS	1	$	$
3	Landscape and Maintenance Services	YR	1	$	$
4	Tree Removal and Root Removal Services	LS	1	$	$
ROADWAY					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
210-0100	Grading (Complete)	LS	1	$	$
441-0104	Concrete Sidewalk, 4 IN	SY	1520	$	$
441-6740	Concrete Curb & Gutter, 8 IN x 30 IN TP 7	LF	600	$	$
500-3800	Class A Concrete, Include Reinforced Steel	CY	40	$	$
441-5008	Concrete Header Curb, 6 In, TP 7	LF	12	$	$
441-6222	Concrete Curb & Gutter, 8 IN X 30 IN, TP 2	LF	231	$	$
609-1000	Remove Roadway Slab	SY	216	$	$
610-0355	Remove Concrete Curb & Gutter All Sizes	LF	182	$	$
610-1055	Remove Guardrail, TP W	LF	251	$	$
641-1200	Furnish and Install New Guardrail, TP W	LF	251	$	$
641-5012	Furnish and Install Guardrail Anchorage, TP 12	EA	2	$	$
643-8200	Furnish and Install New Barrier Fence (Orange), 4 FT	LF	300	$	$

STORM DRAIN					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
550-1180	Furnish and Install Storm Drainpipe, 18 IN., H 1-10	LF	8	$	$
550-4218	Furnish and Install Flared End Section, 18 IN Storm Drain	EA	1	$	$
668-4300	Furnish and Install Storm Sewer Manhole, TP 1	EA	1	$	$
EROSION CONTROL					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
162-1300	Furnish and Install Erosion Control Check Dam, Type	EA	20	$	$
163-0232	Temporary Grassing	SF	20,000	$	$
163-0240	Furnish and Install Mulch	TN	200	$	$
165-0030	Maintenance of Temporary Silt Fence, TP C	LF	2280	$	$
165-0040	Maintenance of Erosion Control Check Dams / Ditch Checks	EA	20	$	$
167-1000	Water Monitoring and Sampling Services	EA	20	$	$
171-0030	Furnish and Install Temporary Silt Fence, Type C	LF	2280	$	$
700-6910	Furnish and Install Permanent Grassing	SF	20,000	$	$
700-7000	Furnish and Apply Agricultural Lime	TN	1.6	$	$
700-7010	Furnish and Apply Liquid Lime	GL	20	$	$
700-8000	Furnish and Apply Fertilizer Mixed Grade	TN	0.25	$	$
700-8100	Furnish and Apply Fertilizer Nitrogen Content	LB	320	$	$
700-9300	Furnish and Install Sod	SY	10,000	$	$
716-2000	Furnish and Install Erosion Control Mats, Slopes	SY	20,000	$	$

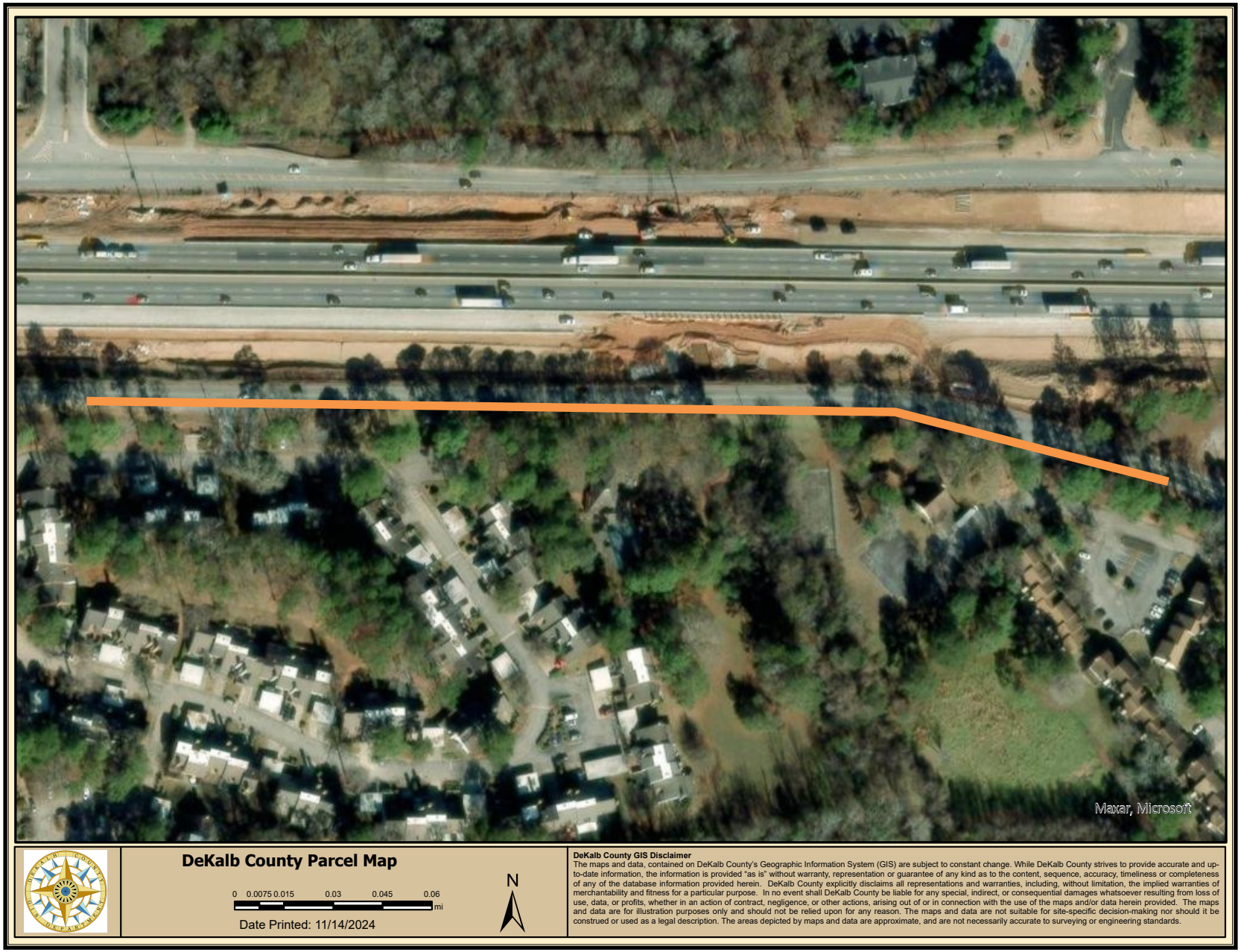
SIGNAGE AND MARKING					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
611-5551	Rest Signs	EA	4	$	$
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN. White	LF	378	$	$
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN. White	LF	33	$	$
653-1804	Thermoplastic Solid Traf Stripe, 8 IN. White	LF	511	$	$
				TOTAL COST:	$

TOTAL COST IN WORDS:

Key:

LS - Lump sum **EA - Each** **SF – Square Foot** **AC – Acre** **LF - Linear Feet** **TN - Ton**

LBS - Pounds **FT - Feet** **SY - Square Yard** **TP - Type** **CY - Cubic Yard** **GL - Gallon**


Maxar, Microsoft
DeKalb County Parcel Map
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Date Printed: 11/14/2024
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Stantec

STANTEC CONSULTING SERVICES, INC.
229 PEACHTREE ST NE #1900
ATLANTA, GA 30303
TEL. (770) 493-0450
WWW.STANTEC.COM
CONTACT:KEVIN W. CLARK, P.E.

DEVELOPER / CLIENT:

CITY OF STONECREST
3120 STONECREST BLVD #190
STONECREST, GA 30338
CONTACT: HARI KARIKARAN

FAIRINGTON ROAD SIDEWALK DESIGN

FAIRINGTON ROAD
LAND LOTS 56, 55, 73 & 74 OF
THE 16TH DISTRICT, CITY OF STONECREST,
DEKALB COUNTY, GEORGIA

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE ADDITION OF A NEW SIDEWALK, NEW CURB AND GUTTER, AND A NEW BUS SHELTER ALONG FAIRINGTON ROAD.
THE PROJECT IS LOCATED WITHIN THE CITY OF STONECREST JUST SOUTH OF HIGHWAY I-20. THE SITE IS BOUNDED IN THE NORTH BY HIGHWAY I-20, TO THE SOUTH ARE RESIDENTIAL LOTS AND UNDEVELOPED WOODED AREAS. FAIRINGTON ROAD CONTINUES TO THE WEST AND EAST.

REVIEWING AGENCY
JURISDICTION: CITY OF STONECREST, GA

GEORGIA REGISTERED NO. 32... PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

TOTAL SITE AREA: 3.12 AC
DISTURBED AREA: 1.57 AC

24 HOUR CONTACT
HARI KARIKARAN
P:(770) 224-0200

Project Number: 234300052

N

SITE LOCATION



N.T.S.

Sheet List Table		Note
Sheet Number	Sheet Title	
C000	COVER SHEET	
C001	GENERAL NOTES	
C002	LEGENDS	
C200	TYPICAL SECTION	
C211	SIGHT DISTANCE PLAN 1 EXHIBIT	
C212	SIGHT DISTANCE PLAN 2 EXHIBIT	
C300	CONSTRUCTION LAYOUT	
C301	MAINLINE PLAN	
C302	MAINLINE PLAN	
C303	MAINLINE PLAN	
C304	MAINLINE PLAN	
C305	MAINLINE PLAN	
C311	STORM DRAIN PROFILES	
C321	CROSS SECTIONS	
C322	CROSS SECTIONS	
C323	CROSS SECTIONS	
C324	CROSS SECTIONS	
C325	CROSS SECTIONS	
C326	CROSS SECTIONS	
C401	UTILITY PLAN	
C402	UTILITY PLAN	
C403	UTILITY PLAN	
C404	UTILITY PLAN	
C405	UTILITY PLAN	
C501	CONSTRUCTION DETAILS	
C502	CONSTRUCTION DETAILS	
C503	CONSTRUCTION DETAILS	
C504	CONSTRUCTION DETAILS	
C505	CONSTRUCTION DETAILS	
C700	EROSION CONTROL PLAN PHASE 1 & 2	
C701	EROSION CONTROL PLAN PHASE 1 & 2	
C702	EROSION CONTROL PLAN PHASE 3	
C703	EROSION CONTROL PLAN PHASE 3	
C704	NPDES NOTES	
C705	EROSION CONTROL DETAILS	
C706	EROSION CONTROL DETAILS	
C707	EROSION CONTROL DETAILS	

1ST LDP SUBMITTAL	BDG	KWC	2023.08.11
Revision	By	Appd	YYYY.MM.DD
Issued	By	Appd	YYYY.MM.DD

1 2 3 4 5

GRADING NOTES:

1. TOTAL SITE AREA = 3.12 AC, DISTURBED AREA = 1.57 AC
2. ELEVATIONS ARE BASED ON MEAN SEA LEVEL.
3. EXISTING CONDITIONS FROM FIELD RUN TOPOGRAPHY & BOUNDARY PREPARED BY KCI, FEBRUARY 02, 2024.
4. CONTOUR INTERVALS ARE 1.0 FEET.
5. ALL TREE SAVE AREAS AND BUFFERS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
6. CLEARING AND GRUBBING: ON ALL AREAS WHERE GRADING, EXCAVATING AND FILL ARE TO BE DONE, ALL TIMBER BRUSH, STUMPS, ROOTS, RUBBISH AND ORGANIC MATERIALS SHALL BE REMOVED. STUMP HOLES SHALL BE FILLED WITH COMPACTED CLEAN SOIL. A MINIMUM OF SIX INCHES MUST BE CUT BELOW EXISTING GRADE FOR ENTIRE AREA RECEIVING FILL. STORM DETENTION MEASURES MUST BE ACCOMPLISHED CONCURRENT WITH THIS PHASE. REFER TO THE CURRENT EDITION OF THE MANUAL FOR EROSION AND SEDIMENT CONTROL.
7. ALL EARTHWORK OPERATION SHALL COMPLY WITH REQUIREMENTS OF OSHA CONSTRUCTION STANDARDS, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING, AND SHORING, AND SUBPART O, MOTOR VEHICLES, MECHANIZED EQUIPMENT, AND MARINE OPERATIONS, AND SHALL BE CONDUCTED IN A MANNER ACCEPTABLE TO THE ENGINEER.
8. FILL MATERIALS SHALL CONSIST OF CLEAN SOIL, FREE OF ORGANIC OR DELETERIOUS MATERIALS, ROCKS, OR BROKEN PIECES OF CONCRETE LARGER THAN THREE INCHES IN SIZE, OR OF ANY OTHER FOREIGN OBJECTS THAT COULD IMPEDE THE COMPACTION RESULTS.
9. FILL MATERIALS SHALL BE SPREAD EVENLY IN HORIZONTAL LAYERS OF NOT MORE THAN 8 INCHES IN LOOSE LIFTS OVER THE FULL WIDTH OF FILL AND COMPACTED TO AT LEAST 95% MAXIMUM DRY DENSITY BY STANDARD PROCTOR COMPACTION TEST ASTM D698.
10. MAXIMUM CUT OR FILL SLOPES IS 2H:1V.
11. GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS INTO STORM INLETS.
12. SEE GEOTECHNICAL ENGINEER FOR RECOMMENDATIONS CONCERNING PROPER PLACEMENT AND COMPACTION OF STRUCTURAL FILL.
13. THE SITE IS NOT LOCATED WITHIN ZONE A 100 YEAR FLOOD ZONE PER FEMA F.I.R.M. MAP 13089C0166J, EFFECTIVE MAY 16 2013.
14. GRADE ALL HANDICAP RAMPS 12H:1V SLOPE MAXIMUM TO TOP OF CURB.
15. ALL SPOT ELEVATIONS ARE FINISHED GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
16. STORM SEWER LINE SHALL BE AS FOLLOWS: CMP, FULLY COATED PER ASTM A444 OR ALUMINIZED TYPE II WITH REROLLED ENDS & BANDS. RCP, CLASS III PER AASHTO M170 AS INDICATED. UNLESS OTHERWISE NOTED.
17. ALL CATCH BASINS ARE TO BE PER GDOT STANDARDS.
18. THE INSTALLATION OF ALL EROSION CONTROL MEASURES AND DETENTION FACILITIES SHOULD BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
19. COMPACTION OF ALL FILL MATERIAL BETWEEN THE FRONT AND REAR BUILDING LINES TO BE 95% STANDARD PROCTOR MUST BE CERTIFIED BY GEORGIA REGISTERED PROFESSIONAL SOILS ENGINEER PRIOR TO THE INSTALLATION OF CURB. THIS CERTIFICATION WILL BE SUBMITTED TO THE CHIEF OF DEVELOPMENT INSPECTIONS. LOTS WITH TWO (2') OF FILL OR GREATER, AS DELINEATED ON THE CONSTRUCTION PLANS WILL REQUIRE A COMPACTION CERTIFICATION PRIOR TO ISSUANCE OF BUILDING PERMITS. THE ENGINEER WILL ALSO PROVIDE A LETTER LISTING THOSE LOTS THAT REQUIRE COMPACTION CERTIFICATION. THOSE LOTS THAT REQUIRE COMPACTION CERTIFICATION WILL BE INDICATED ON THE FINAL RECORDED PLAT.
20. SATISFACTORY SOILS FOR STRUCTURAL FILL ARE AS FOLLOWS: SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM ACCORDING TO ASTM D 2487, OR A COMBINATION OF THESE GROUPS; FREE FROM ROCK OR GRAVEL LARGER THAN 2 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER. LIQUID LIMIT: 40. PLASTICITY INDEX: A) UPPER FOUR FEET UNDER A BUILDING AND PAVEMENTS AND TWENTY FEET OUTSIDE: LESS THAN 12. B) BELOW UPPER FOUR FEET UNDER A BUILDING AND PAVEMENTS: LESS THAN 20. C) AREAS TWENTY FEET OUTSIDE BUILDING AND PAVEMENT AREAS: LESS THAN 30.

EROSION CONTROL NOTES:

1. SILT FENCE MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE OF THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATION, LATEST EDITION.
2. ADDITIONAL EROSION CONTROL MEASURES WILL BE EMPLOYED WHERE DETERMINED NECESSARY BY ACTUAL SITE CONDITIONS TO PREVENT THE RELEASE OF SILT FROM THE SITE.
3. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE.
4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE OFF SITE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
5. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITIES, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR INSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
6. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
7. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
8. THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROLS WILL BE MAINTAINED UNTIL UPSTREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAYS HAVE BEEN PAVED.
9. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
10. ALL SILT BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER INSTALLATION AND DETENTION FACILITIES ARE CONSTRUCTED.
11. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. IF SEDIMENT PONDS ARE DEEMED NECESSARY, CONTRACTOR SHALL CLEAN OUT EACH AS REQUIRED BY ENGINEER OR AUTHORITY HAVING JURISDICTION INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
12. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
13. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN A POSSIBILITY OF ALL CONSTRUCTION BEING STOPPED ON JOB SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO CURRENT STDS.
14. ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.
15. ALL OPEN SWALES MUST BE GRASSED, AND RIP-RAP MUST BE PLACED AS REQUIRED TO CONTROL EROSION, A MINIMUM OF 4.5 SQUARE YARDS OF 50 LB STONES SHALL BE PLACED AT ALL DOWNSTREAM HEADWALLS IMMEDIATELY UPON THE INSTALLATION OF PIPES AND DRAINAGE DITCHES.
16. SILT BARRIERS TO BE PLACED DOWNSTREAM OF ALL FILL SLOPES.

UTILITY NOTES:

1. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE SPECIFICALLY RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES THAT MIGHT HAVE EXISTING UTILITIES ON SITE TO DETERMINE IF ANY EXIST AND HOW TO HANDLE. ENGINEER IS NOT RESPONSIBLE FOR EXISTENCE OR LOCATION OF UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THEM REGARDING UTILITY LOCATIONS, CONSTRUCTION AND SCHEDULES.
3. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES
4. NEW TESTING IS REQUIRED FOR UTILITIES PER CITY OF STONECREST STANDARDS. THIS INCLUDES, BUT IS NOT LIMITED, TO TV INSPECTION AND PRESSURE TESTING FOR SANITARY SEWER LINES AND MANHOLES. PRESSURE TESTING AND RECHLORINATION IS REQUIRED FOR THE WATER SYSTEM. ALL TESTING SHALL BE PER CITY OF STONECREST STANDARDS.
5. SANITARY SEWER SHALL BE AS INDICATED: EITHER PVC, SDR 26 PER ASTM D3034;OR CLASS 50 DUCTILE IRON PIPE PER AWWA C150, PER CITY OF STONECREST SPECIFICATIONS. 6" OR 8" WATER PIPE SHALL BE DUCTILE IRON CLASS 50 AWWA C151 UNLESS OTHERWISE SPECIFIED AND SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT CITY OF STONECREST STANDARDS. WATER LINES SMALLER THAN 6" SHALL BE EITHER COPPER TUBE TYPE "K" (SOFT) PER ANSI B16.22.
6. FOR GRADING AND DRAINAGE INFORMATION, SEE GRADING AND DRAINAGE PLAN.
7. EXISTING SERVICES SHOWN WERE OBTAINED FROM AS BUILTS BY OTHERS AND ARE TO BE FIELD VERIFIED BY THE CONTRACTOR.
8. AT COMPLETION OF SEWER AND WATER CONSTRUCTION, ALL MANHOLES, VALVE BOXES, METERS AND APPURTENANCES SHALL BE SET FOR PROPER FINISH GRADE AND SHALL BE NOTICEABLY STAKED AND FLAGGED. SITE UTILITY SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE ABOVE ITEMS UNTIL SYSTEM IS ACCEPTED BY OWNER.
9. HYDRANTS AND MAINS SHALL BE INSTALLED AND UNDER PRESSURE BEFORE ANY COMBUSTIBLE CONSTRUCTION IS STARTED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING FORTY EIGHT INCHES (48") OF COVER OVER THE PROPOSED WATER MAINS AND EIGHTEEN INCHES (18") OF VERTICAL SEPARATION FROM OTHER UTILITIES. WHERE LIMITED ROOM EXISTS ABOVE STORM OR SANITARY SEWERS, WATER LINE SHALL BE CONSTRUCTED UNDERNEATH AT THOSE LOCATIONS, MAINTAINING THE EIGHTEEN INCH (18")SEPARATION REQUIREMENT. ALL UTILITY REQUIREMENTS WILL BE COMPLIED WITH AT CROSSINGS. ADDITIONALLY, A 10' HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATER AND SANITARY SEWER LINES.
11. ALL SANITARY SEWER DUCTILE IRON PIPE SHALL HAVE PUSH-ON JOINTS PER AWWA C111.
12. RIGID PIPE BEDDING SHALL BE PER ASTM C-1479, FLEXIBLE PIPE BEDDING PER ASTM D-2321.
13. IRRIGATION WATER SERVICE SHALL BE IN METER BOX WITH BACKFLOW PREVENTOR PER JURISDICTIONAL REQUIREMENTS.
14. SEE DETAIL SHEETS FOR UTILITY DETAILS.
15. ALL WATER LINE CONSTRUCTION SHALL BE TO CITY OF STONECREST SPECIFICATIONS.
16. ALL BACKFILL IN STREETS AND PARKING AREAS FOR PUBLIC SANITARY SEWER MAINS SHALL BE APPROVED BANK-RUN SAND OR GRAVEL OR CRUSHED STONE FREE FROM LARGE STONES AND CONTAINING NOT MORE THAN 10% BY WEIGHT OF LOAM OR CLAY.
17. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS SET FORTH IN CITY OF STONECREST DEVELOPMENT REGULATIONS FOR ALL UTILITY INSTALLATIONS.

GENERAL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS THAT ARE PERTINENT TO THIS WORK.
2. AREAS OUTSIDE THE PROJECT LIMITS ARE DESIGNATED AS RESTRICTED AREAS. THE CONTRACTOR'S FORCES ARE PROHIBITED FROM ENTERING RESTRICTED AREAS AT ANY TIME, UNLESS SPECIFICALLY AUTHORIZED BY THE ADJACENT OWNER.
3. THE CONTRACTOR SHALL CONTROL DUST AND DEBRIS FROM HIS OPERATION TO A LEVEL ACCEPTABLE TO THE COUNTY AT ALL TIMES. THE CONTRACTOR SHALL HAVE ON THE PROJECT SITE:VACUUM SWEEPERS, WATERING TRUCKS, AND OTHER EQUIPMENT NECESSARY TO CONTROL DUST AT ALL TIMES. ALL METHODS FOR CONTROLLING DUST SHALL BE SUBJECT TO THE COUNTY'S APPROVAL. FAILURE TO PROPERLY CONTROL DUST OR TO RESPOND TO ANY REQUEST TO DO SO WILL RESULT IN CONSTRUCTION ACTIVITIES BEING STOPPED.
4. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE PROJECT AREA AS SHOWN ON THE PHASED EROSION CONTROL PLAN.
5. THE ROADS USED BY THE CONTRACTOR FOR ACCESS OR HAULING SHALL BE KEPT CLEAN AND ACCESSIBLE TO ALL OTHER TRAFFIC FOR THE ENTIRE DURATION OF THE PROJECT. HAUL TRUCKS MUST BE COVERED AND ANY SPILLAGE OR DEBRIS BUILDUP PROMPTLY REMOVED FROM ALL HAUL ROUTES ON AIRPORT AND PUBLIC ROADS.

MATERIAL NOTES:

1. PRECAST STRUCTURES MAY BE USED AT THE CONTRACTOR'S OPTION. ALL CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 P.S.I.

TRAFFIC CONTROL NOTES:

1. THIS WORK CONSISTS OF PROVIDING MAINTENANCE OF TRAFFIC CONTROL DEVICES INCLUDING FLAGMEN TO INSURE ROADWAY SAFETY BY PROVIDING FOR SAFE ORDERLY AND PREDICTABLE MOVEMENT OF TRAFFIC THROUGH ALL ADJACENT PUBLIC ROADS AND THE AREAS TO BE CONSTRUCTED. ALL TRAFFIC CONTROLS DEVICES SHALL BE AS REQUIRED BY THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, STATE AND LOCAL AGENCIES, OR AS SHOWN BY THE CONSTRUCTION DRAWINGS, WHICHEVER IS MORE STRINGENT.
2. CONTRACTOR SHALL SUBMIT TO ENGINEER FOR HIS APPROVAL A COMPREHENSIVE PLAN DETAILING HOW TRAFFIC WILL BE MAINTAINED UNDER THIS CONTRACT. CONSTRUCTION AFFECTING TRAFFIC SHALL NOT COMMENCE UNTIL THIS PLAN IS APPROVED.
3. THE TRAFFIC CONTROL PLAN SHALL INCLUDE ALL REQUIRED DEVICES, INCLUDING BUT NOT LIMITED TO; SIGNAGE, STRIPING, FLAGGER LOCATIONS, BARRELS, AND CONES TO MEET THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). TAPER LENGTHS, DISTANCES BETWEEN TRAFFIC CONTROL MEASURES, AND DIMENSIONS BETWEEN SIGNS MUST BE SHOWN.

UTILITY PROVIDER LIST:

NAME	FACILITY TYPE	PHONE
ATLANTA GAS LIGHT CONYERS- AGL109	GAS	(404) 387 3164
ATT/ T - ATT02	TELECOMMUNICATION	(800) 241 3624
ATT/ T - BSCA	TELECOMMUNICATION	(305) 409 1542
COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
DEKALB COUNTY - DCWS01	WATER	(404) 731 3562
DEKALB COUNTY - DCWS02	SEWER	(404) 731 3562
GEORGIA POWER - GP843	ELECTRIC	(404) 506 6539

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ORIGINAL SHEET - ARCH D

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Consultant

DEVELOPER / CLIENT: CITY OF STONECREST

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Revision	By	Appd	YYYY.MM.DD

Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-001GN	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32190 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

GENERAL NOTES

Project No. 234300052
Scale AS SHOWN

Revision
Sheet
Drawing No.
C001

LEGAL / BOUNDARY LEGEND

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY BOUNDARY	
	LOT LINE	
	EASEMENT LINE	
	SETBACK LINE	
	RIGHT OF WAY LINE	
	SECTION LINE	
	QUARTER LINE	

SITE / MISC. LEGEND

EXISTING	DESCRIPTION	PROPOSED
	RAILROAD TRACK	
X X	FENCE LINE	X
	GUARD RAIL	
	RETAINING WALL	
	BUILDING	
	DITCH CENTERLINE	
WET	WETLAND BOUNDARY	
	WETLAND	
	SIGN	
	BOLLARD/POST	
	UTILITY POLE	
	ANCHOR CABLE	
	LIGHT POLE	
	DECORATIVE LIGHT	
	ANTENNA	
	BENCH	
	AIR CONDITIONER	
	SOIL BORING	
	MAILBOX	
	HANDICAP PARKING SPACE	
	RAILROAD CROSSING SIGNAL	
	STOP LIGHT	
	HAND HOLE	
	PARKING COUNT	(#)

GRADING / TOPOGRAPHY LEGEND

EXISTING	DESCRIPTION	PROPOSED
901	MINOR CONTOUR	901
900	MAJOR CONTOUR	900
	GRADING LIMITS	
	CONSTRUCTION LIMITS	
	SPOT ELEVATION	(XXXX)
	SURFACE GRADE & FLOW DIRECTION	1.00%
	SURFACE SLOPE (H:V) & FLOW DIRECTION	3.0:1

PAVEMENT LEGEND

EXISTING	DESCRIPTION	PROPOSED
	EDGE OF PAVEMENT / GRAVEL	
	ROAD CENTERLINE	
	CURB AND GUTTER	
	TIP-OUT CURB AND GUTTER	
	CONCRETE PAVEMENT	
	HEAVY DUTY CONCRETE PAVEMENT	
	BITUMINOUS PAVEMENT	
	LIGHT DUTY BITUMINOUS PAVEMENT	
	HEAVY DUTY BITUMINOUS PAVEMENT	
	GRAVEL SURFACE	

UTILITY LEGEND

EXISTING	DESCRIPTION	PROPOSED
>> >>	STORM SEWER	
> >	SANITARY SEWER	
FM	FORCEMAIN	FM
I I	WATERMAIN	I I
IRR	IRRIGATION LINE	
G G	UNDERGROUND GAS LINE	
COM	UNDERGROUND COMMUNICATION LINE	
F/O F/O	UNDERGROUND FIBER OPTIC LINE	
UE UE	UNDERGROUND ELECTRIC LINE	
OU	OVERHEAD UTILITY LINE	
	DRAINTILE	
	PIPE CASING	
S	SANITARY MANHOLE	
CO	CLEANOUT	
ST	STORM SEWER MANHOLE	
	STORM SEWER INLET	
	FLARED END SECTION	
	CURB STOP	
HY	HYDRANT	
WV	WATER VALVE	
	REDUCER	
	FIRE DEPARTMENT CONNECTION	
W	WATER WELL	
	AUTO SPRINKLER	
PIV	POST INDICATOR VALVE	
	WATER METER	
	SPRINKLER HEAD	
	IRRIGATION CONTROL VALVE	
	GAS MARKER	
GV	GAS VALVE	
	GAS METER	
	COMMUNICATIONS PEDESTAL	
	TELEPHONE MANHOLE	
	ELECTRICAL PEDESTAL	
	ELECTRIC METER	
	TRANSFORMER	
E	ELECTRIC MANHOLE	

VEGETATION / LANDSCAPING LEGEND

EXISTING	DESCRIPTION	PROPOSED
	TREE LINE	
	STUMP	
	SHRUB/PERENNIAL PLANT	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	ORNAMENTAL TREE	
	ROCK MULCH	
	WOOD MULCH	
	SEED	
	SOD	
	75' IMPERVIOUS SETBACK	
	CREEK SETBACK	
	WETLAND LIMITS	
	CREEK CENTERLINE	
	WETLAND	
	WATER	

REMOVALS LEGEND

DESCRIPTION	PROPOSED
REMOVE EXISTING BUILDING	
CLEAR AND GRUB AREA	
REMOVE TREE/SHRUB/STUMP	
SAWCUT & REMOVE CURB AND GUTTER AT HEADER CURB LOCATION	
REMOVE & SALAVGE SIDEWALK PAVERS	
REMOVE ASPHALT PAVEMENT	
REMOVE CONCRETE PAVEMENT	
SAWCUT PAVEMENT	

EROSION CONTROL LEGEND

DESCRIPTION	PROPOSED
ROCK CONSTRUCTION EXIT	
EROSION CONTROL BLANKET	
TURF REINFORCEMENT MAT	
SEED	
SOD	
RIPRAP	
VEGETATED RIPRAP	
SILT FENCE	
FLOTATION SILT CURTAIN	
BIOLOG [OR DITCH CHECK]	
INLET PROTECTION	
HAY BALES	
CULVERT PROTECTION	
TREE PROTECTION	
TEMPORARY DIVERSION DITCH	
TEMPORARY SEDIMENT TRAP DISCHARGE	

ABBREVIATIONS

BV	BUTTERFLY VALVE	OC	ON CENTER
BW	BOTTOM OF WALL (AT GRADE)	OCS	OUTLET CONTROL STRUCTURE
BVC	BEGIN VERTICAL CURVE	MAX	MAXIMUM
BOT	BOTTOM	MH	MANHOLE
CB	CATCH BASIN	ME	MATCH EXISTING
CBMH	CATCH BASIN MANHOLE	MIN	MINIMUM
CO	CLEANOUT	NWL	NORMAL WATER LEVEL
CF	CUBIC FEET	OFF	OFFSET
CFS	CUBIC FEET PER SECOND	PC	POINT OF CURVATURE
℄	CENTERLINE	PI	POINT OF INTERSECTION
CL	CLASS	PL	PROPERTY LINE
CMP	CORRUGATED METAL PIPE	PR	PROPOSED
CY	CUBIC YARDS	PT	POINT OF TANGENCY
DIP	DUCTILE IRON PIPE	PVC	POLYVINYL CHLORIDE
EG	EXISTING GRADE	PVI	POINT OF VERTICAL INTERSECTION
EOF	EMERGENCY OVERFLOW	R	RADIUS
EL	ELEVATION	RCP	REINFORCED CONCRETE PIPE
EP	EDGE OF PAVEMENT	RIM	STRUCTURE TOP OF CASTING/GRATE
EVC	END VERTICAL CURVE	ROW	RIGHT OF WAY
EX	EXISTING	SF	SQUARE FEET
F/F	FACE TO FACE	SS	SANITARY SEWER
FFE	FINISHED FLOOR ELEVATION	SSMH	SANITARY SEWER MANHOLE
FES	FLARED END SECTION	ST	STORM SEWER
FM	FORCEMAIN	STA	STATION
FNH	FRONT NOZZLE OF HYDRANT	STD	STANDARD
FG	FINISHED GRADE	STMH	STORM SEWER MANHOLE
FL	FLOW LINE	SW	SIDEWALK
GV	GATE VALVE	SY	SQUARE YARDS
GPM	GALLONS PER MINUTE	TC	TOP OF CURB
HDPE	HIGH-DENSITY POLYETHYLENE	TNH	TOP NUT OF HYDRANT
HP	HIGH POINT	TOE	TOE OF DITCH
HYD	HYDRANT	TOP	TOP OF DITCH
HWL	HIGH WATER LEVEL	TP	TOP OF PIPE
INV	INVERT	TW	TOP OF WALL
LF	LINEAL FEET	TYP	TYPICAL
LFE	LOW FLOOR ELEVATION	VCP	VITRIFIED CLAY PIPE
LP	LOW POINT	WM	WATERMAIN
LVC	LENGTH OF VERTICAL CURVE		

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Revision	By	Appd	YYYY.MM.DD

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File Name: 00052C-001GN	DM Dwn.	DM Dsgn.	WN Chkd. 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32440 PROFESSIONAL ENGINEER KEVIN WAYNE CLINE

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

LEGENDS

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C002

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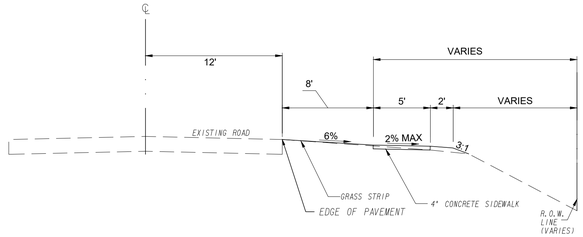

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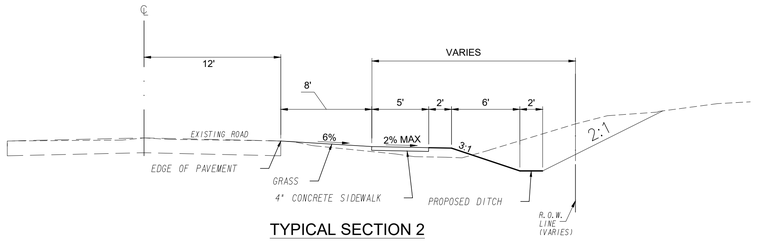

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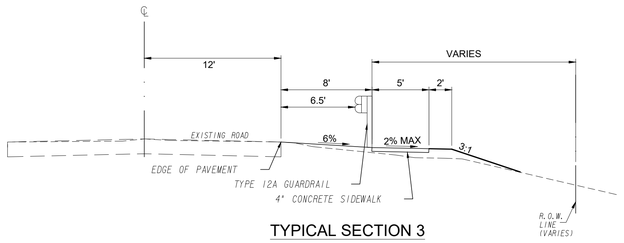

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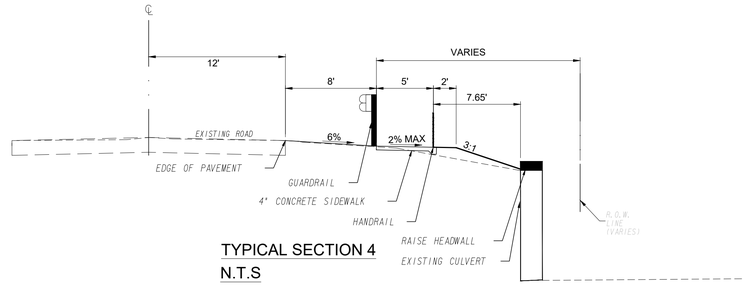

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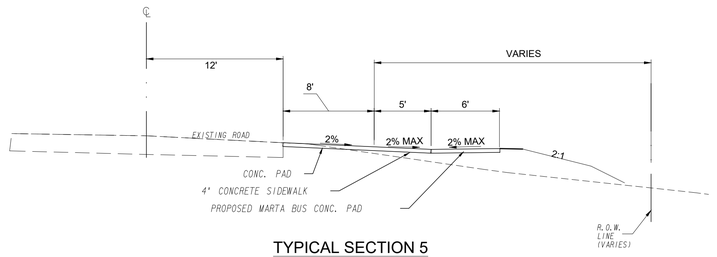

TYPICAL SECTION 5
N.T.S

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Revision	By	Appd	YYYY.MM.DD

Issued	By	Appd	YYYY.MM.DD

File Name: 00052C-200SP	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED ENGINEER NO. 32... KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

TYPICAL SECTION

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
Drawing No. C200

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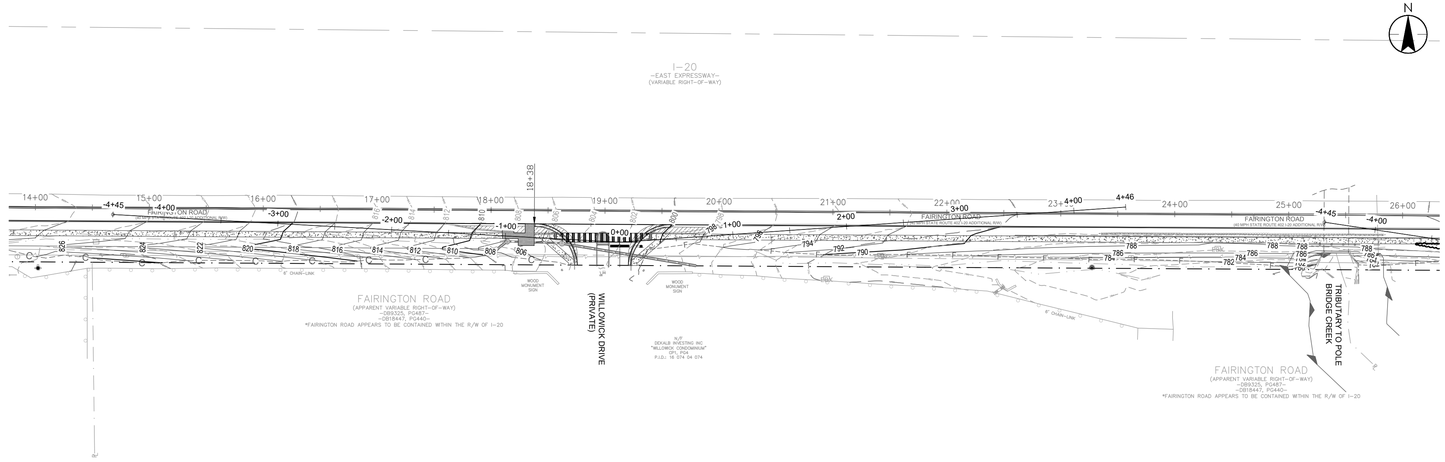

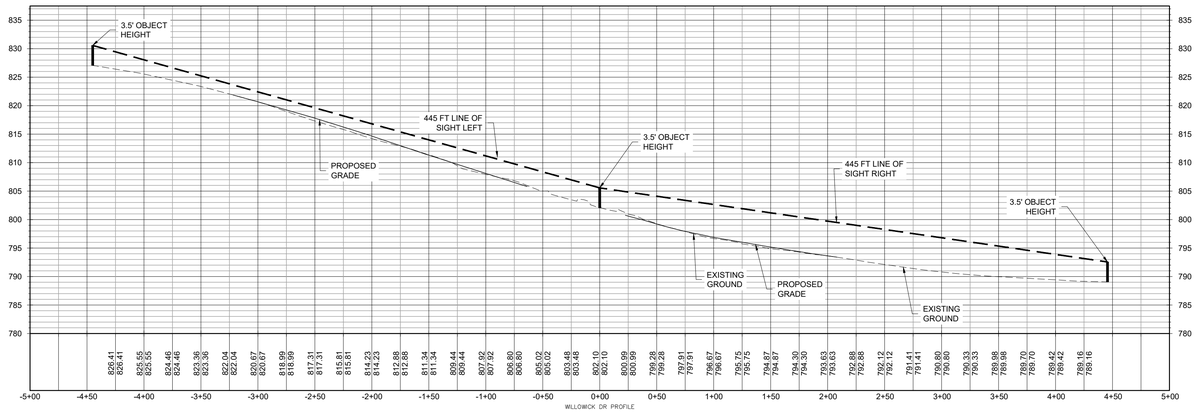

SIGHT DISTANCE 1 PROFILE

SCALE: H: 1"=50' V 1"=10'

SIGHT DISTANCE CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROJECT IS AS SHOWN BELOW. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 40 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 445 FEET TO THE LEFT AND 445 FEET TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET BEHIND THE EDGE OF PAVEMENT AT AN EYE LEVEL OF 3.5 FEET AND LOOKING AT AN OBJECT 3.5 FEET ABOVE THE CENTERLINE.

SIGNED _____ DATE 11/07/2024

FAIRINGTON ROAD SPEED LIMIT: 40 MPH

TOTAL LANES: 2
REQUIRED SIGHT DISTANCE LEFT: 445'
PROVIDED SIGHT DISTANCE LEFT: 445'
REQUIRED SIGHT DISTANCE RIGHT: 445'
PROVIDED SIGHT DISTANCE RIGHT: 445'

NOTES:
1. ENTRANCE CONFIGURATION IS EXISTING. ADJUSTMENT TO THE ROADWAY SHOULDER GRADE ARE PROPOSED IN THIS PROJECT.
2. EXISTING TOPOGRAPHIC DATA SHOWN IS FROM THE SURVEY BY KCI.

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File Name: 00052C-211-SIGHT DISTANCE2	DM Dwn.	DM Dsgn.	WN Chkd. 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 37010 PROFESSIONAL ENGINEER KEVIN WAYNE CLINE
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
SIGHT DISTANCE PLAN 1
EXHIBIT

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C211
Drawing No.

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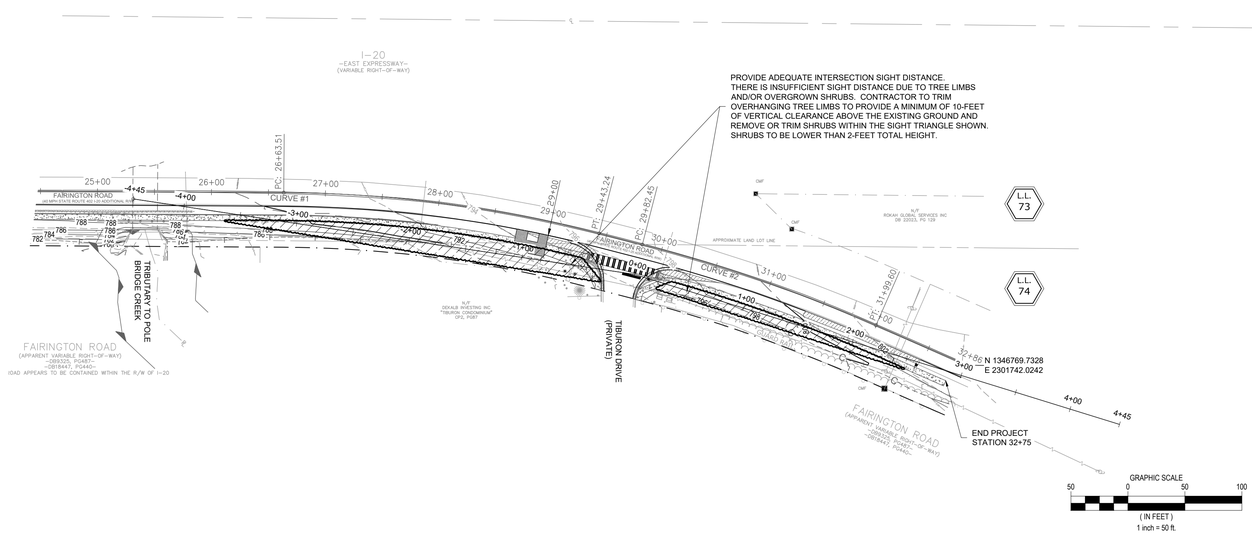

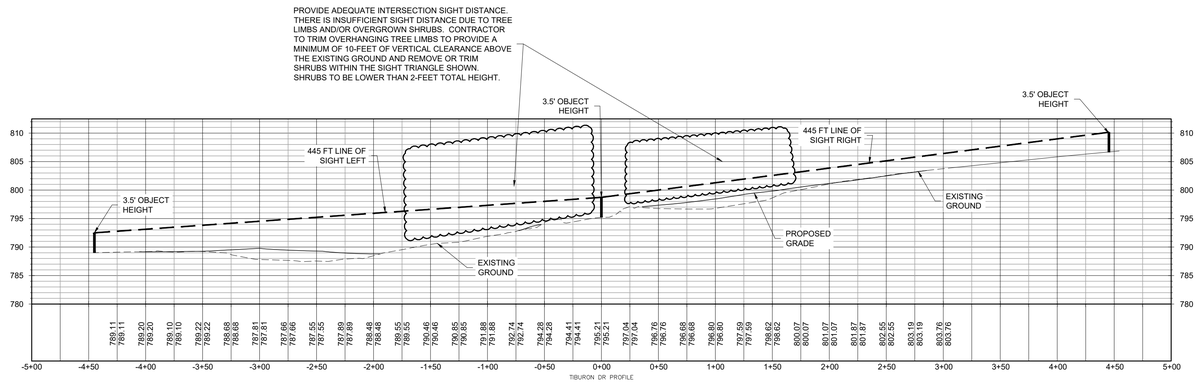

SIGHT DISTANCE 2 PROFILE

SCALE: H: 1"=50' V 1"=10'

SIGHT DISTANCE CERTIFICATION

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SIGNED _____ DATE 11/07/2024

NOTE: SEE RIGHT-OF-WAY CLEARING REQUIREMENTS ABOVE.

FAIRINGTON ROAD SPEED LIMIT: 40 MPH

TOTAL LANES: 2
REQUIRED SIGHT DISTANCE LEFT: 445'
PROVIDED SIGHT DISTANCE LEFT: 445'
REQUIRED SIGHT DISTANCE RIGHT: 445'
PROVIDED SIGHT DISTANCE RIGHT: 445'

NOTES:
1. ENTRANCE CONFIGURATION IS EXISTING. ADJUSTMENT TO THE ROADWAY SHOULDER GRADE ARE PROPOSED IN THIS PROJECT.
2. EXISTING TOPOGRAPHIC DATA SHOWN IS FROM THE SURVEY BY KCI.

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File Name: 00052C-211-SIGHT DISTANCE2 | DM Dwn. | DM Dsgn. | WN Chkd. | 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32110 PROFESSIONAL ENGINEER KEVIN WAYNE NUNN
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
SIGHT DISTANCE PLAN 2
EXHIBIT

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C212

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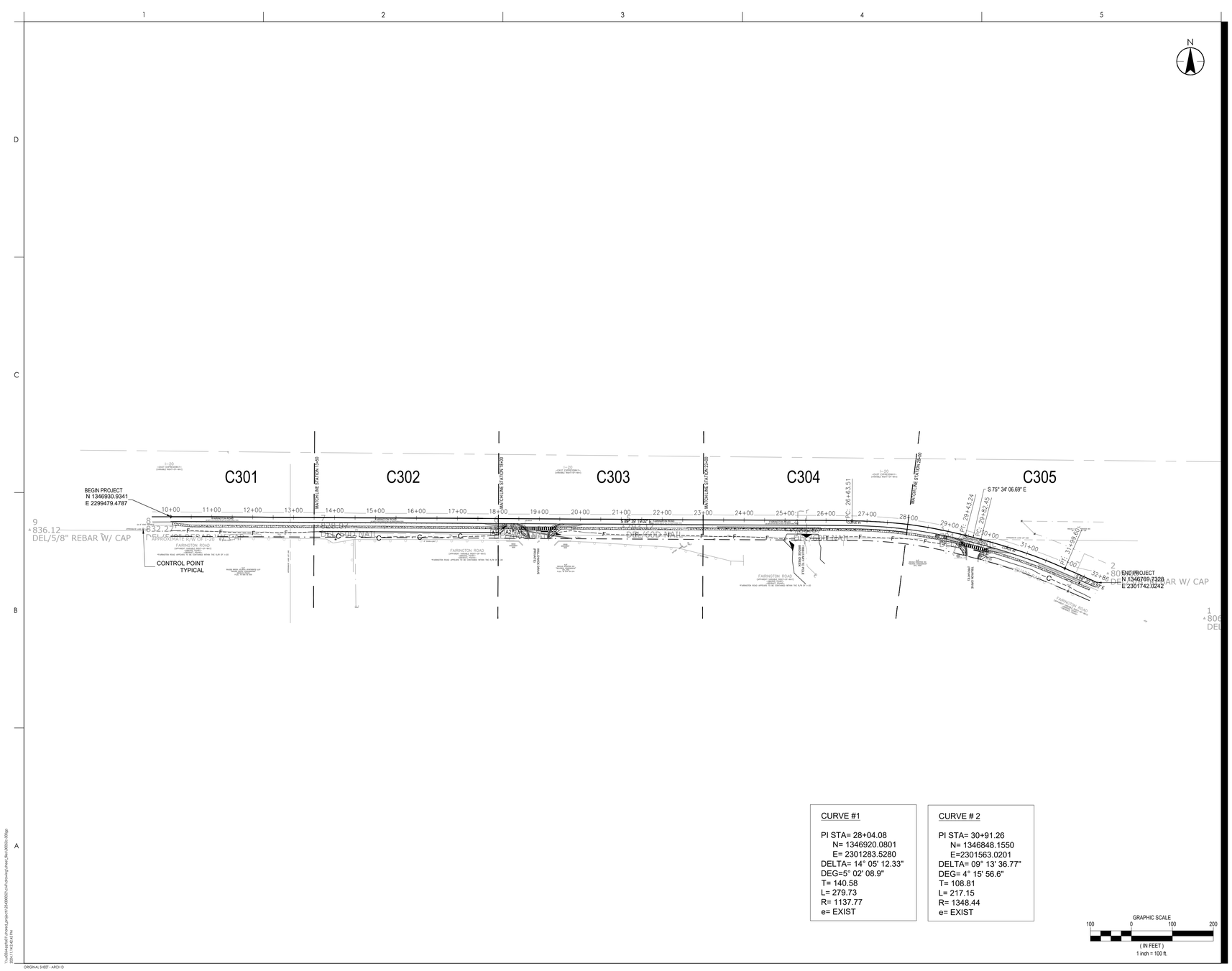

CURVE #1

PI STA= 28+04.08
N= 1346920.0801
E= 2301283.5280
DELTA= 14° 05' 12.33"
DEG=5° 02' 08.9"
T= 140.58
L= 279.73
R= 1137.77
e= EXIST

CURVE # 2

PI STA= 30+91.26
N= 1346848.1550
E=2301563.0201
DELTA= 09° 13' 36.77"
DEG= 4° 15' 56.6"
T= 108.81
L= 217.15
R= 1348.44
e= EXIST

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.

ORIGINAL SHEET - ARCH D

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Revision	By	Appd	YYYY.MM.DD

Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-300GP	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

Permit/Seal

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11/07/2024

Client/Project Logo

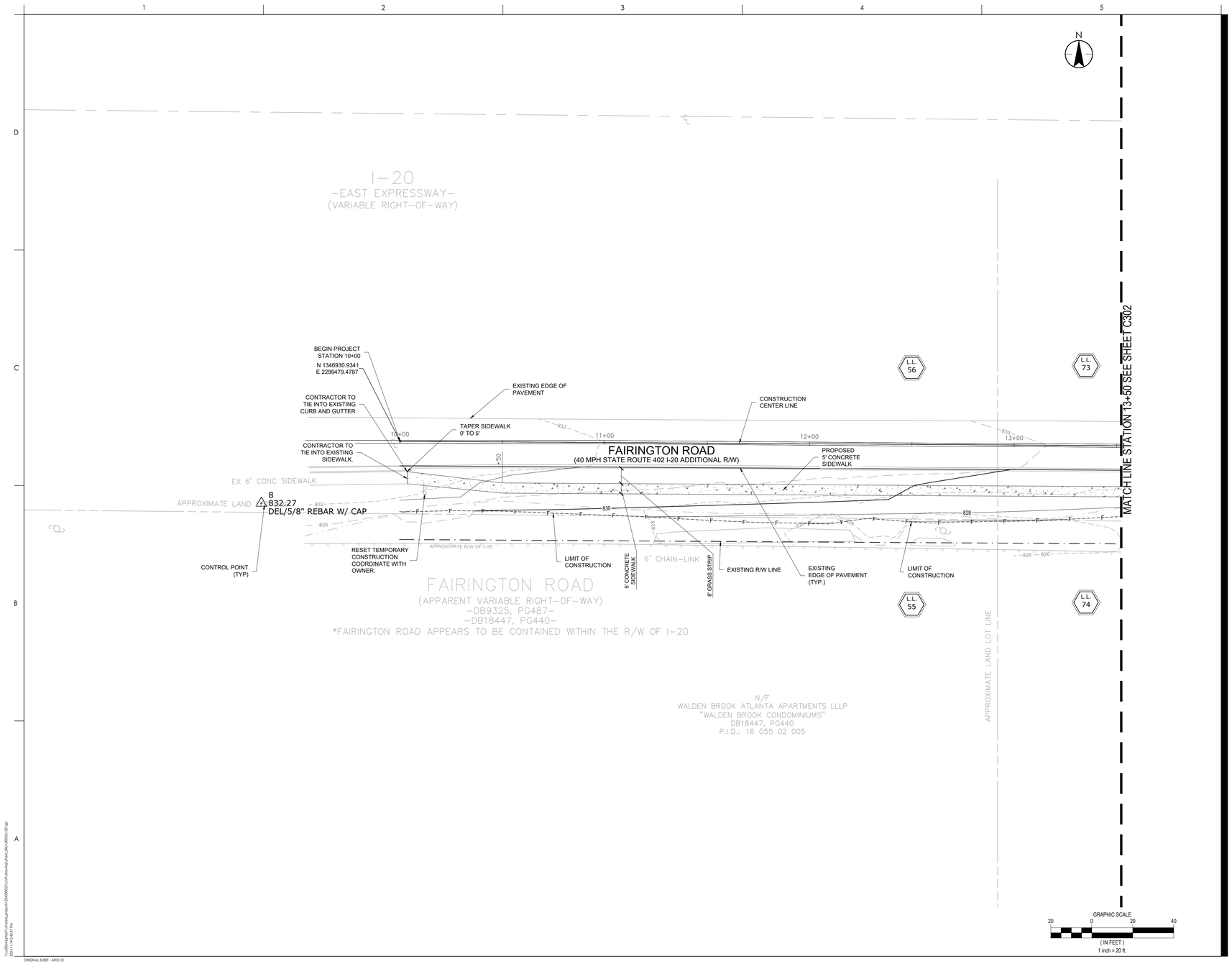
Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
CONSTRUCTION LAYOUT

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C300



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File Name: 00052C-301GP

Dwn.	Dsgn.	Chkd.	YYYY.MM.DD
DM	DM	WN	2024.02.14

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GEORGIA REGISTERED PROFESSIONAL ENGINEER NO. 32140 KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

MAINLINE PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C301
Drawing No.

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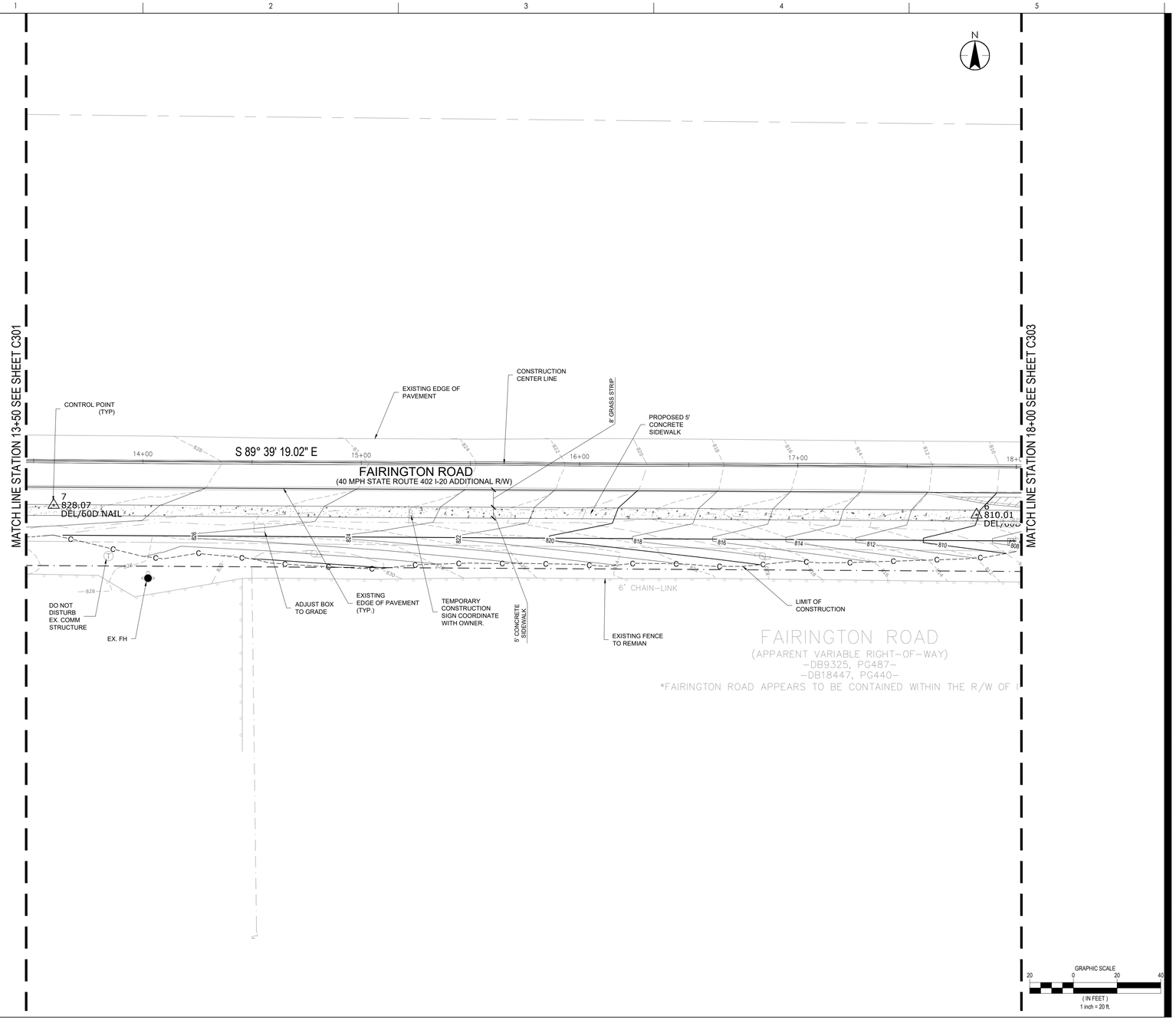

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File Name: 00052C-301GP	DM	DM	WN	2024.02.14
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Permit/Seal

GEORGIA REGISTERED NO. 32190 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

MAINLINE PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C302
Drawing No.

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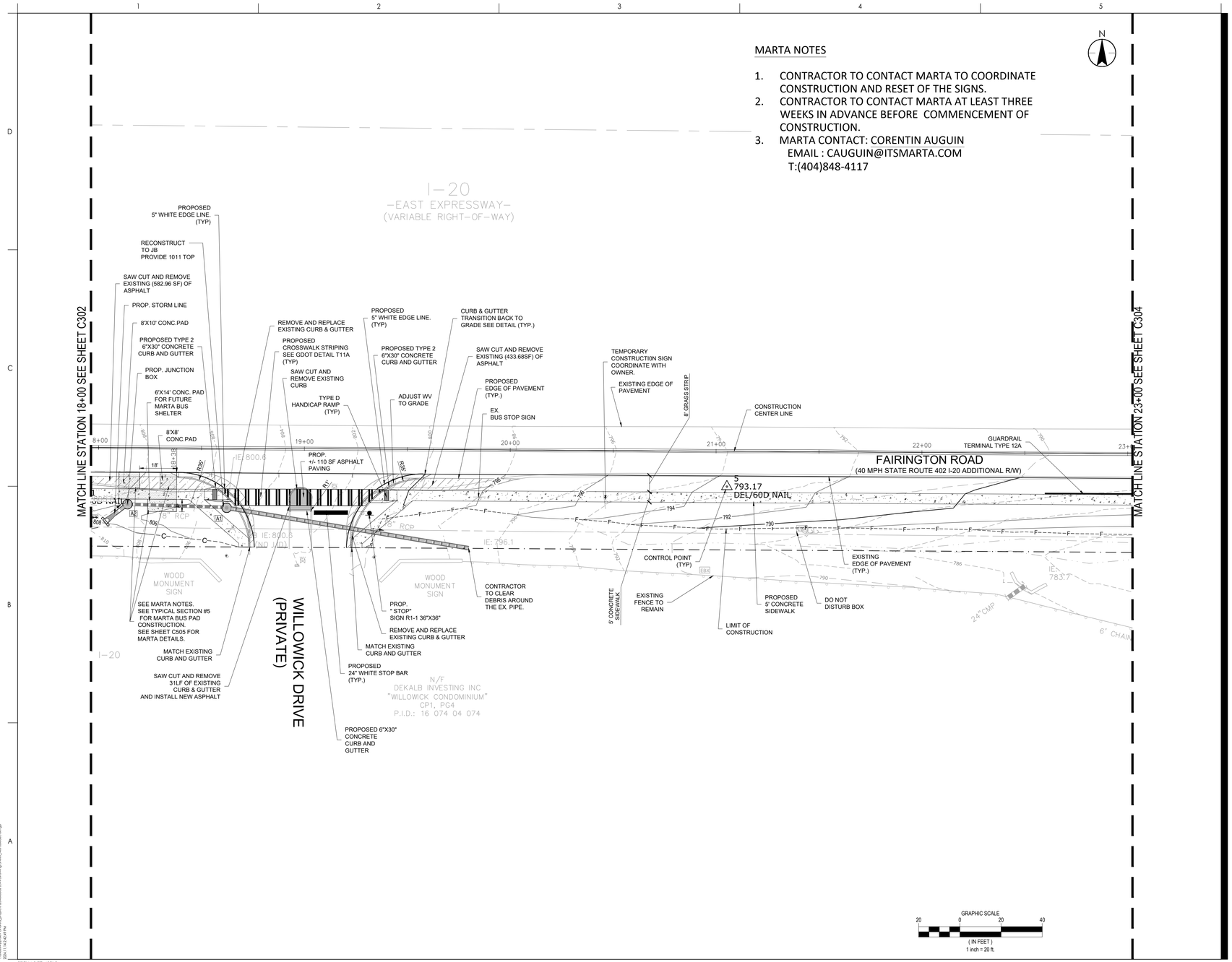

MARTA NOTES

1. CONTRACTOR TO CONTACT MARTA TO COORDINATE CONSTRUCTION AND RESET OF THE SIGNS.
2. CONTRACTOR TO CONTACT MARTA AT LEAST THREE WEEKS IN ADVANCE BEFORE COMMENCEMENT OF CONSTRUCTION.
3. MARTA CONTACT: CORENTIN AUGUIN
   EMAIL : CAUGUIN@ITSMARTA.COM
   T:(404)848-4117

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GEORGIA REGISTERED ENGINEER NO. 32... KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

MAINLINE PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C303
Drawing No.

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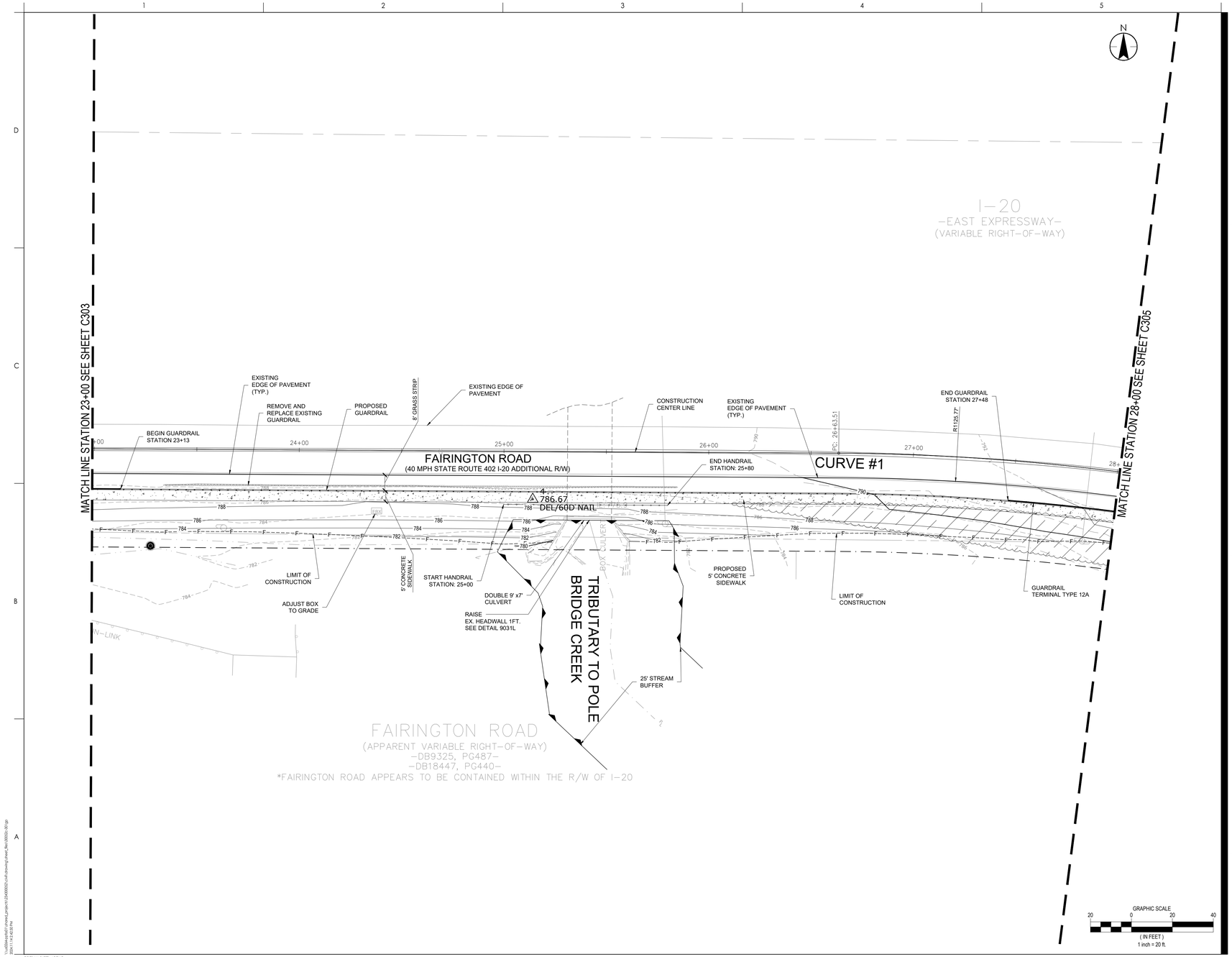

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Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-301GP	DM Dwn.	DM Dsgn.	WN Chkd. 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32410 PROFESSIONAL ENGINEER KEVIN WAYNE CLINE
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

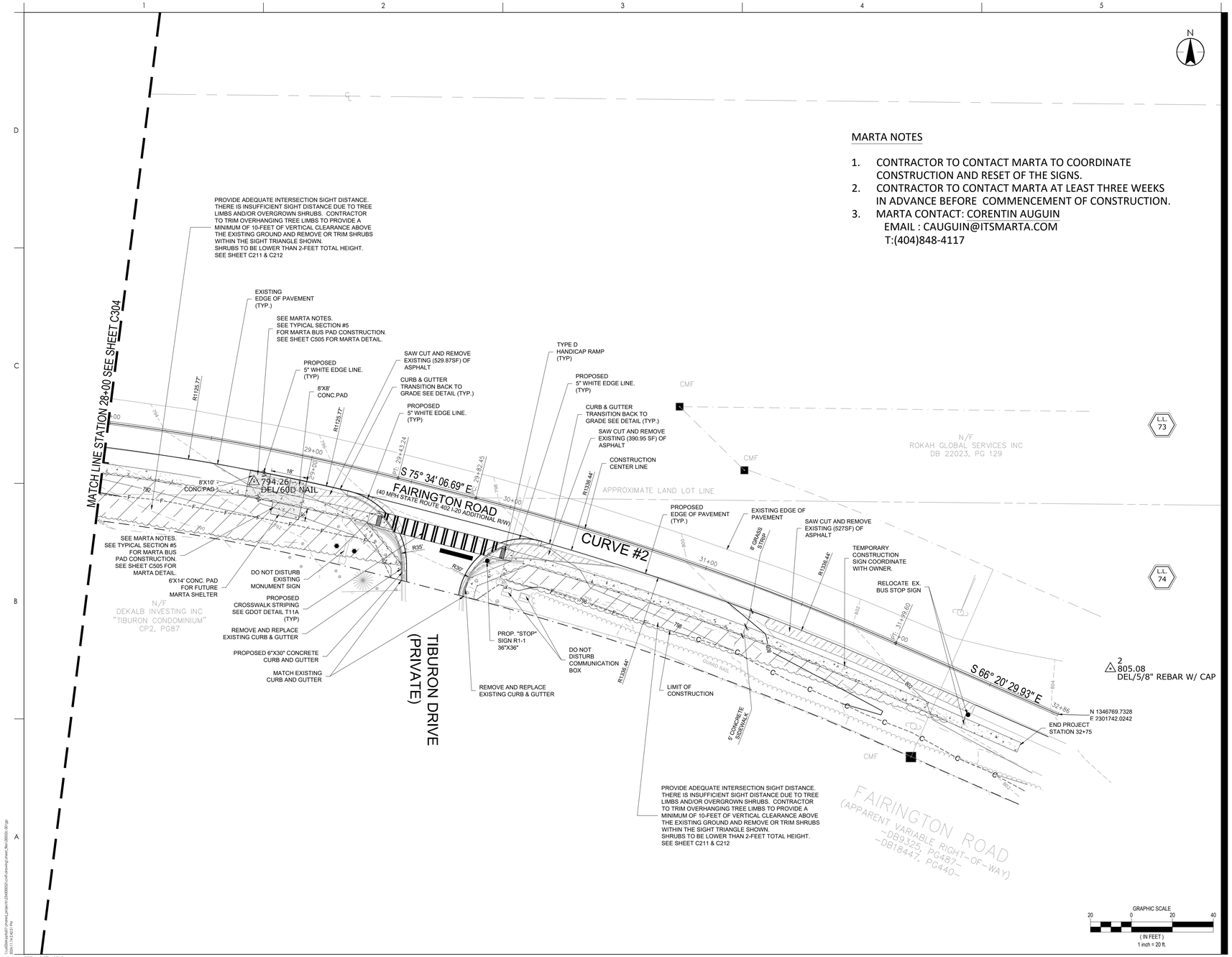
FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

MAINLINE PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C304
Drawing No.



MARTA NOTES

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Issued	By	Appd	YYYY.MM.DD
File Name: 00552C-301GP	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14

Permit/Seal

GEORGIA REGISTERED NO. 32000 PROFESSIONAL ENGINEER KEVIN WAYNE CLAY

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

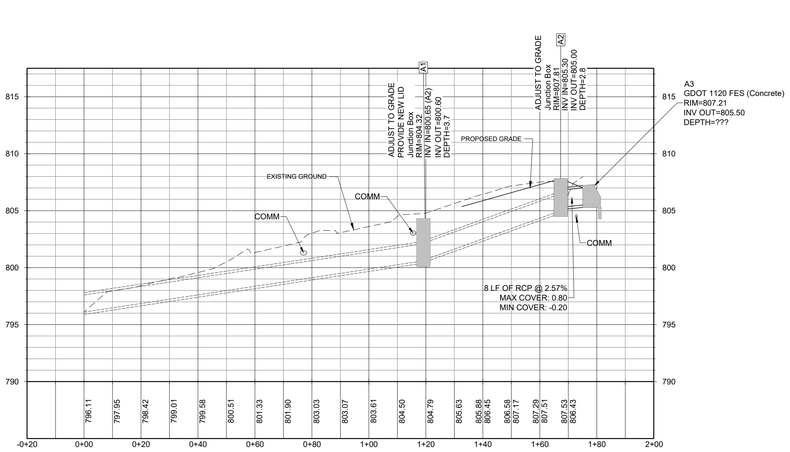
FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

MAINLINE PLAN

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C305



1 — STORM PROFILE A3–EX. PIPE
1"=20' HORIZ 1"=5' VERT

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Revision	By	Appd	YYYY.MM.DD

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File Name: 00052C-311.DP — Dwn. DM, Dsgn. DM, Chkd. WN, 2024.02.14

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GEORGIA REGISTERED NO. 37... PROFESSIONAL ENGINEER KEVIN WAYNE CLARK

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
STORM DRAIN PROFILES

Project No. 234300052 — Scale AS SHOWN

Revision — Sheet C311 — Drawing No.

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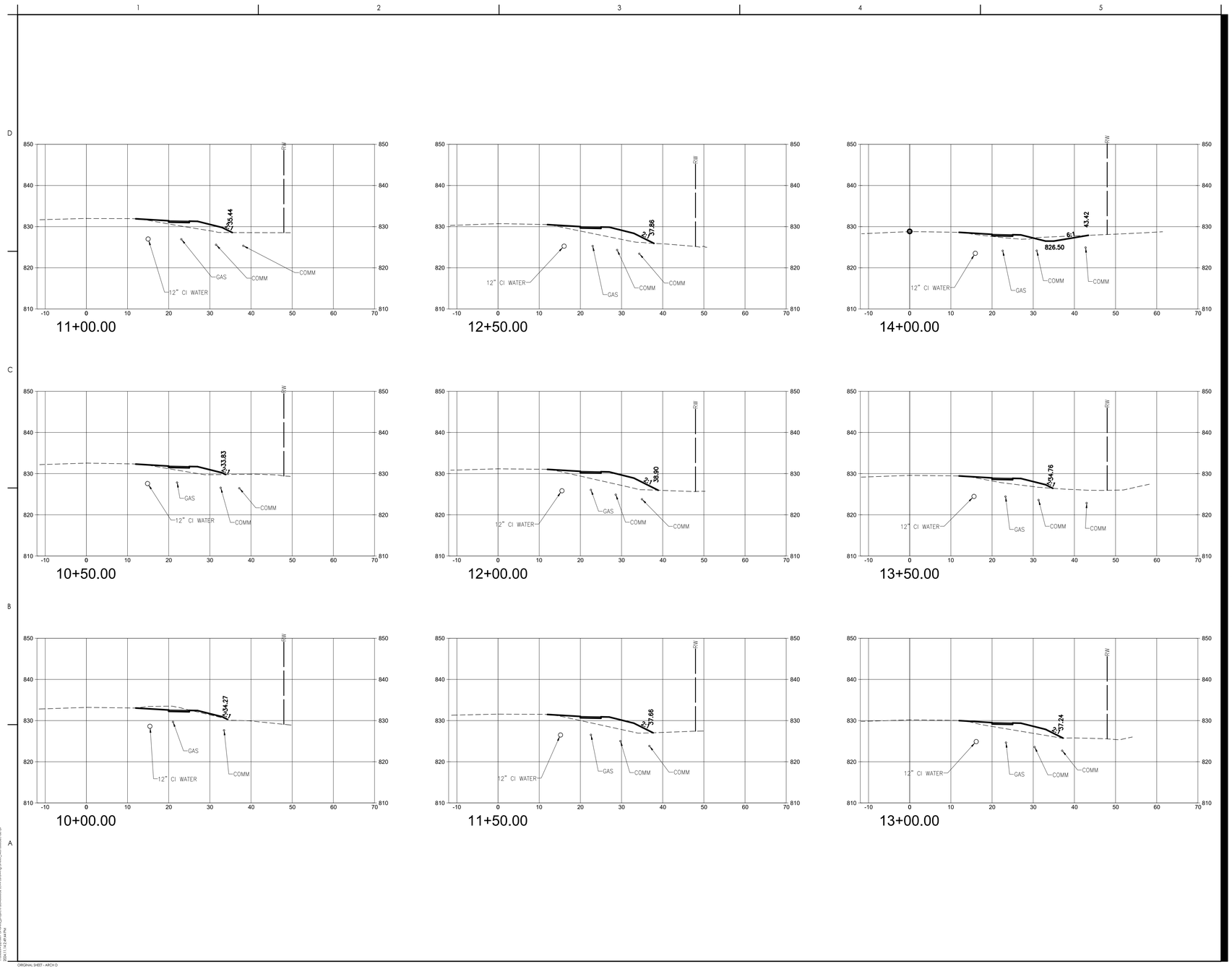

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Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-321PR	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED No. 32... PROFESSIONAL ENGINEER KEVIN WAYNE CUNN
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C321

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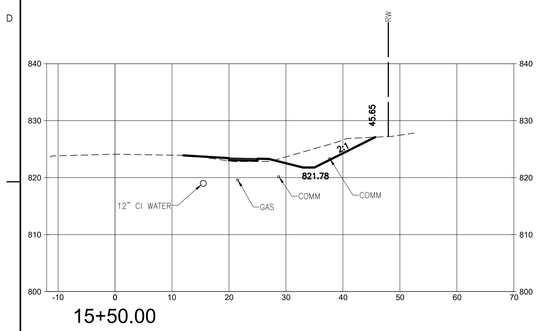

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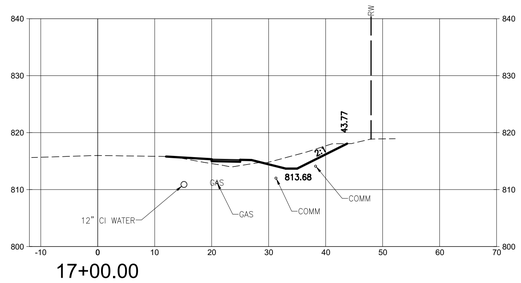

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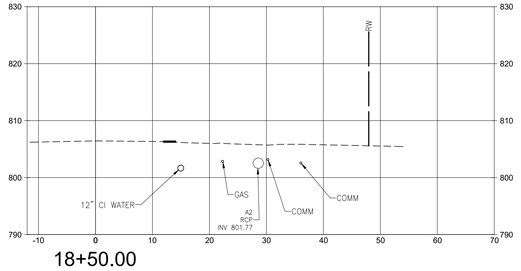

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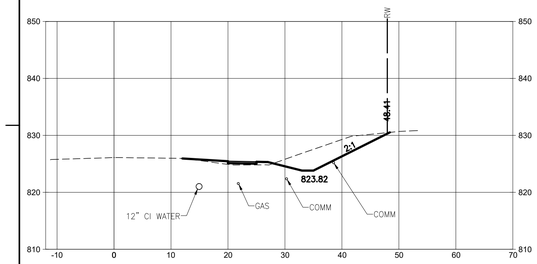

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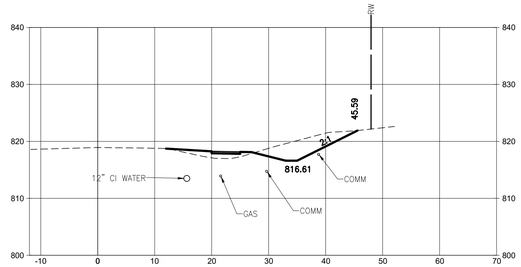

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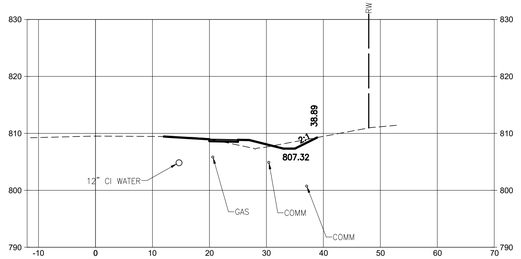

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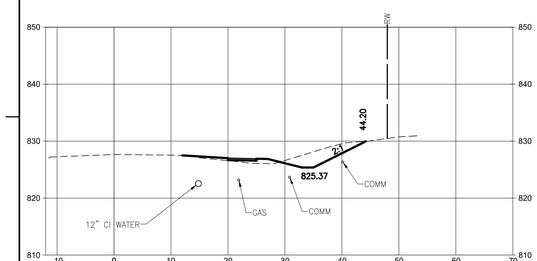

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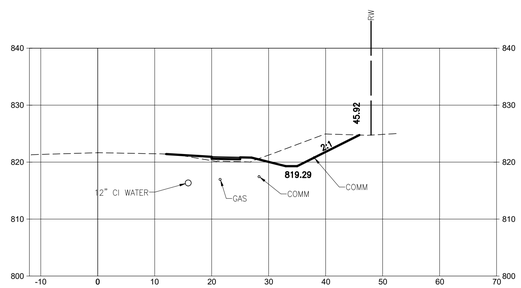

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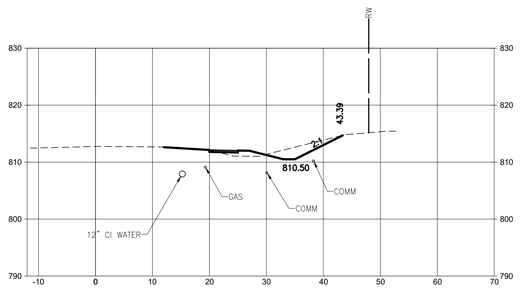

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File Name: 00052C-321PR	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

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GEORGIA REGISTERED NO. 32440 PROFESSIONAL ENGINEER KEVIN WAYNE CLINE

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

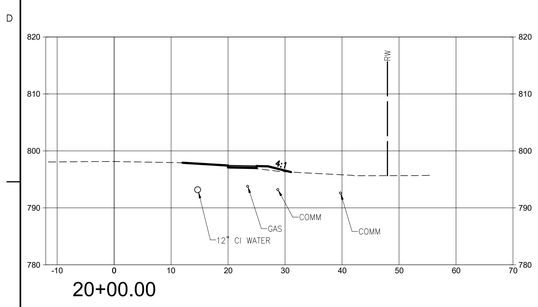
FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
Drawing No. C322



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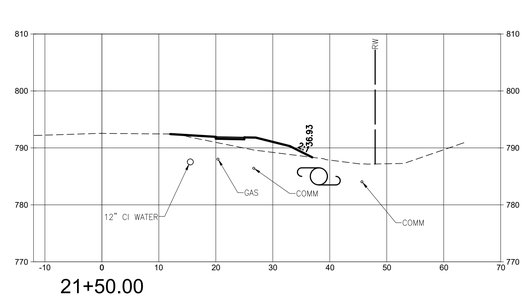

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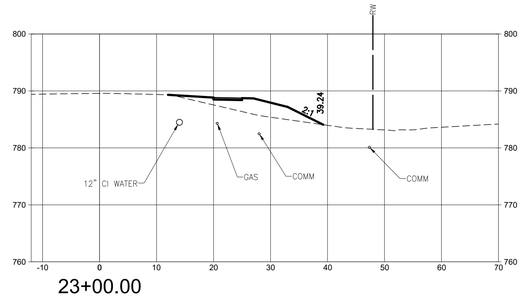

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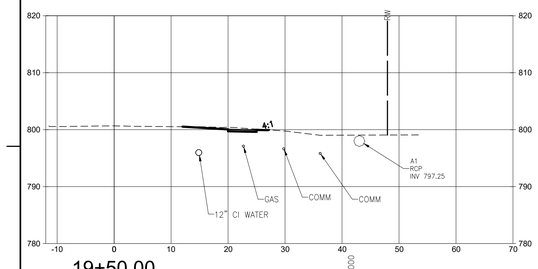

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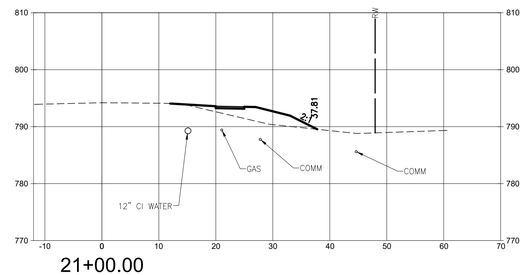

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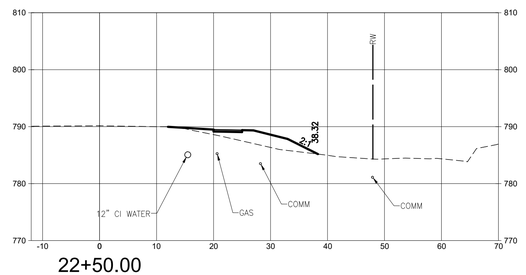

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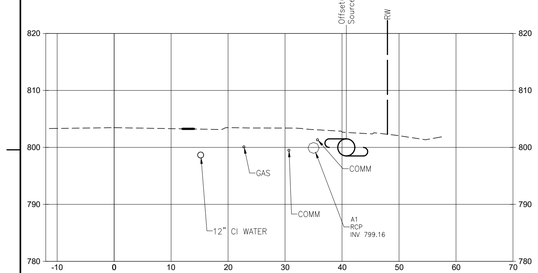

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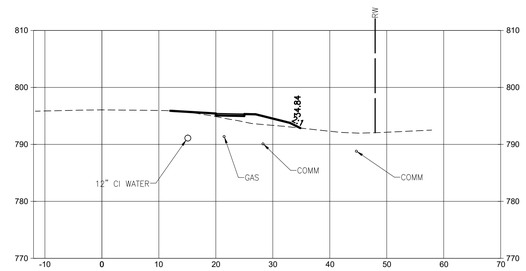

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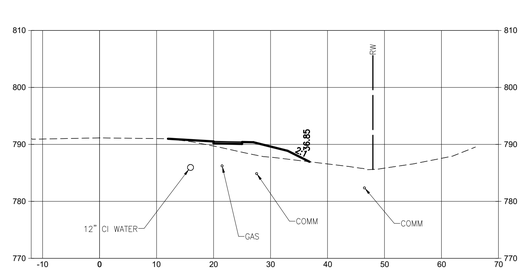

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Permit/Seal

GEORGIA REGISTERED NO. 32010 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No.	Scale
234300052	AS SHOWN
Revision	Sheet	Drawing No.
		C323

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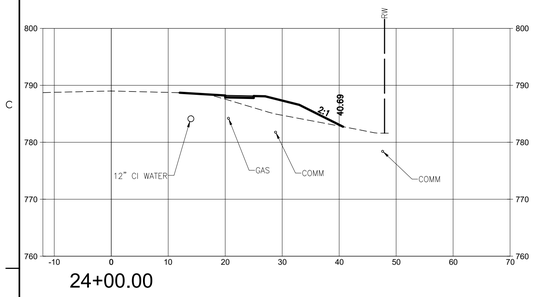
Nov 7, 2024 at 1:47:47 PM

ORIGINAL SHEET - ARCH D



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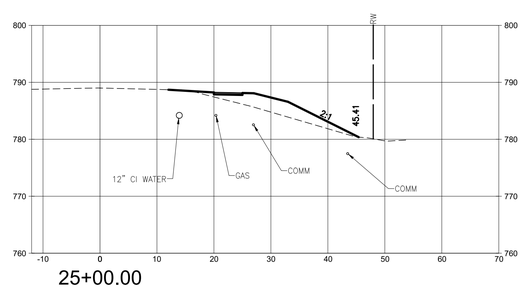

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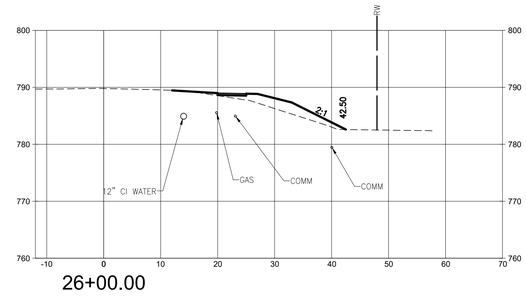

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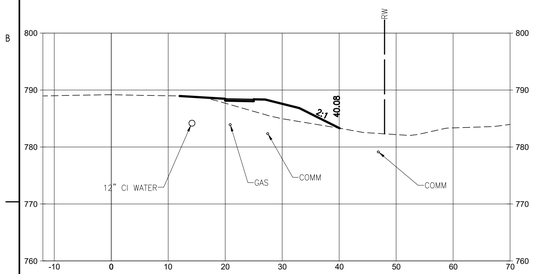

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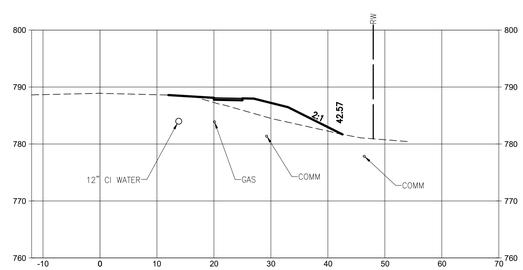

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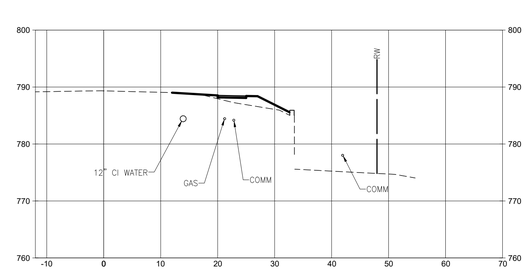

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Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-321.PR	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

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GEORGIA REGISTERED NO. 32010 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No.	Scale
234300052	AS SHOWN
Revision Sheet	Drawing No.
	C324

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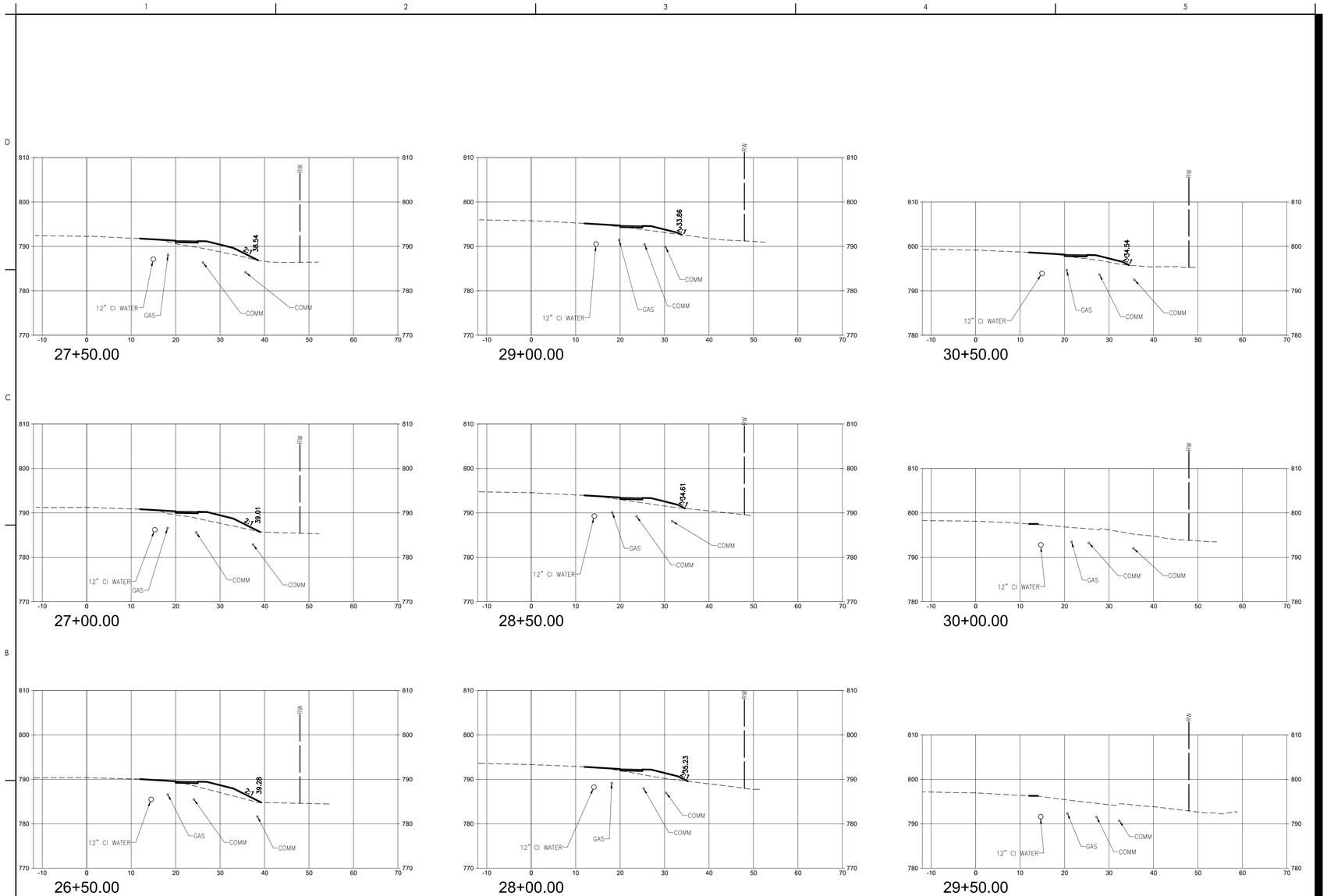

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Permit/Seal

GEORGIA REGISTERED PROFESSIONAL ENGINEER NO. 32190 KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
Drawing No. C325

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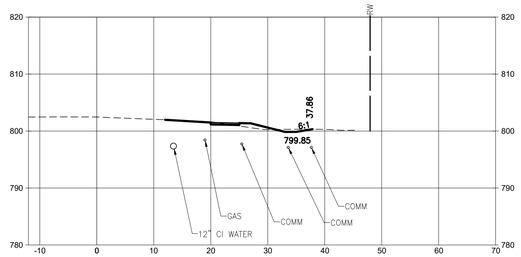

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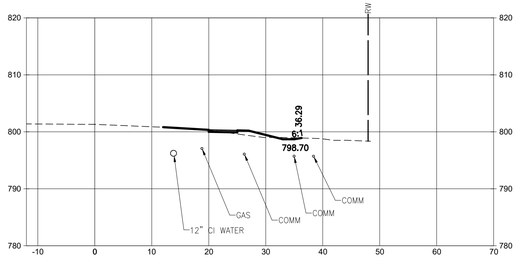

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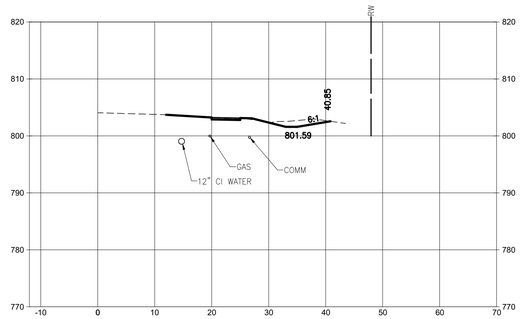

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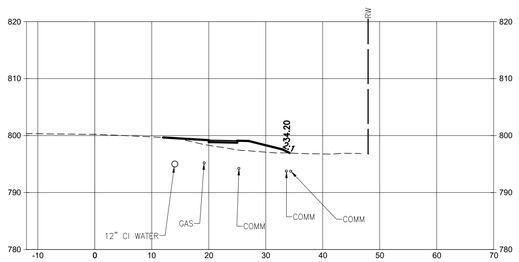

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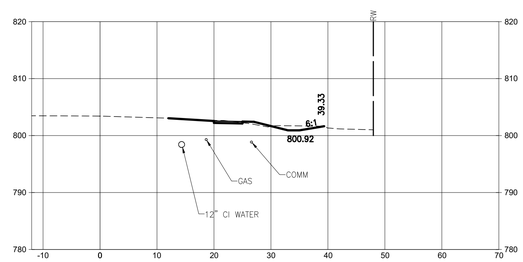

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11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

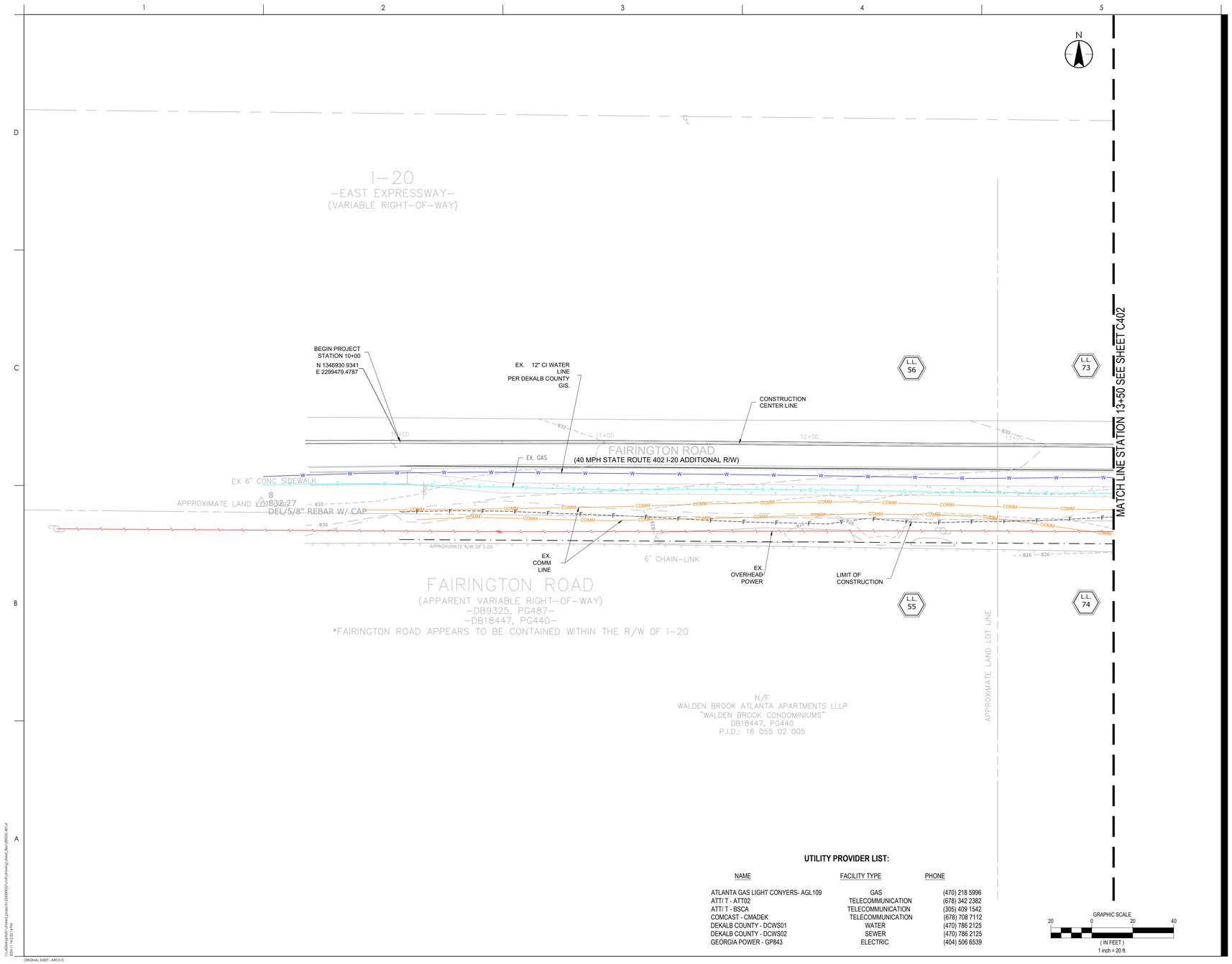
CITY OF STONECREST, GA

Title

CROSS SECTIONS

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
Drawing No. C326

ORIGINAL SHEET - ARCH D



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ATT/ T - BSCA	TELECOMMUNICATION	(305) 409 1542
COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
DEKALB COUNTY - DCWS01	WATER	(470) 786 2125
DEKALB COUNTY - DCWS02	SEWER	(470) 786 2125
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GEORGIA REGISTERED NO. 32... ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

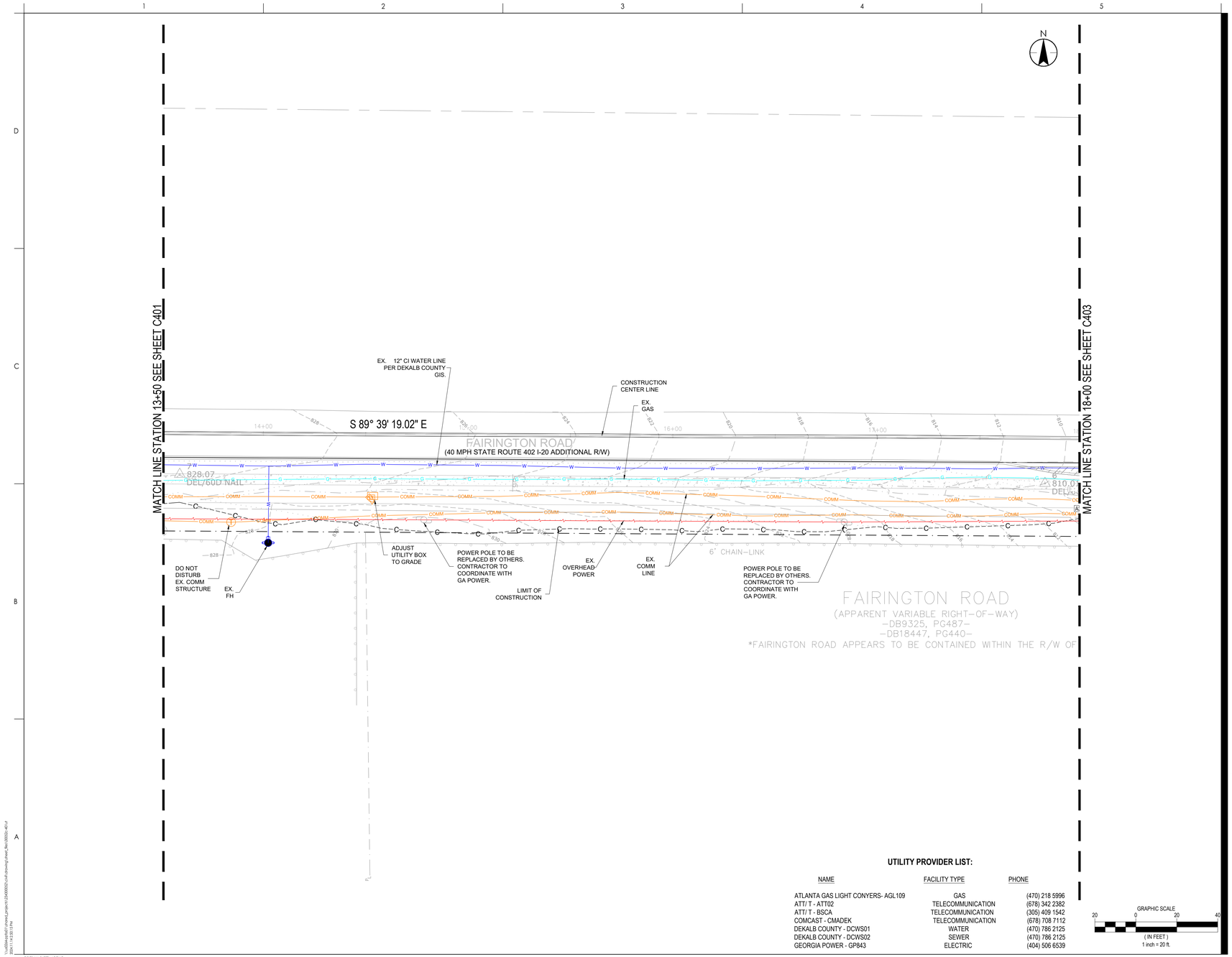
Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
UTILITY PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C401
Drawing No.



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COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
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DEKALB COUNTY - DCWS02	SEWER	(470) 786 2125
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GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

ORIGINAL SHEET - ARCH D

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11/07/2024

Client/Project Logo

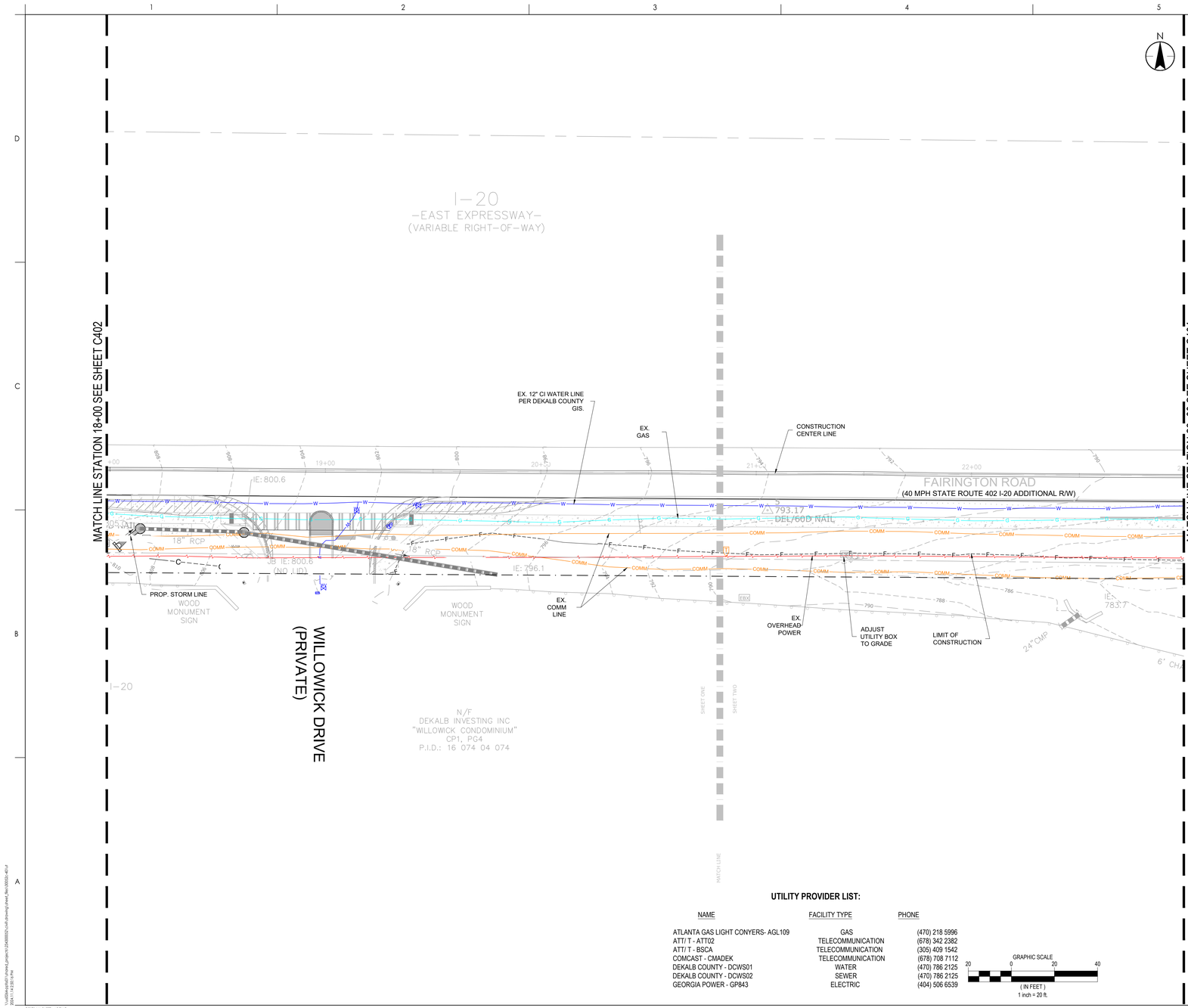
Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
UTILITY PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
C402
Drawing No.



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COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
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DEKALB COUNTY - DCWS02	SEWER	(470) 786 2125
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GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

ORIGINAL SHEET - ARCH D

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11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

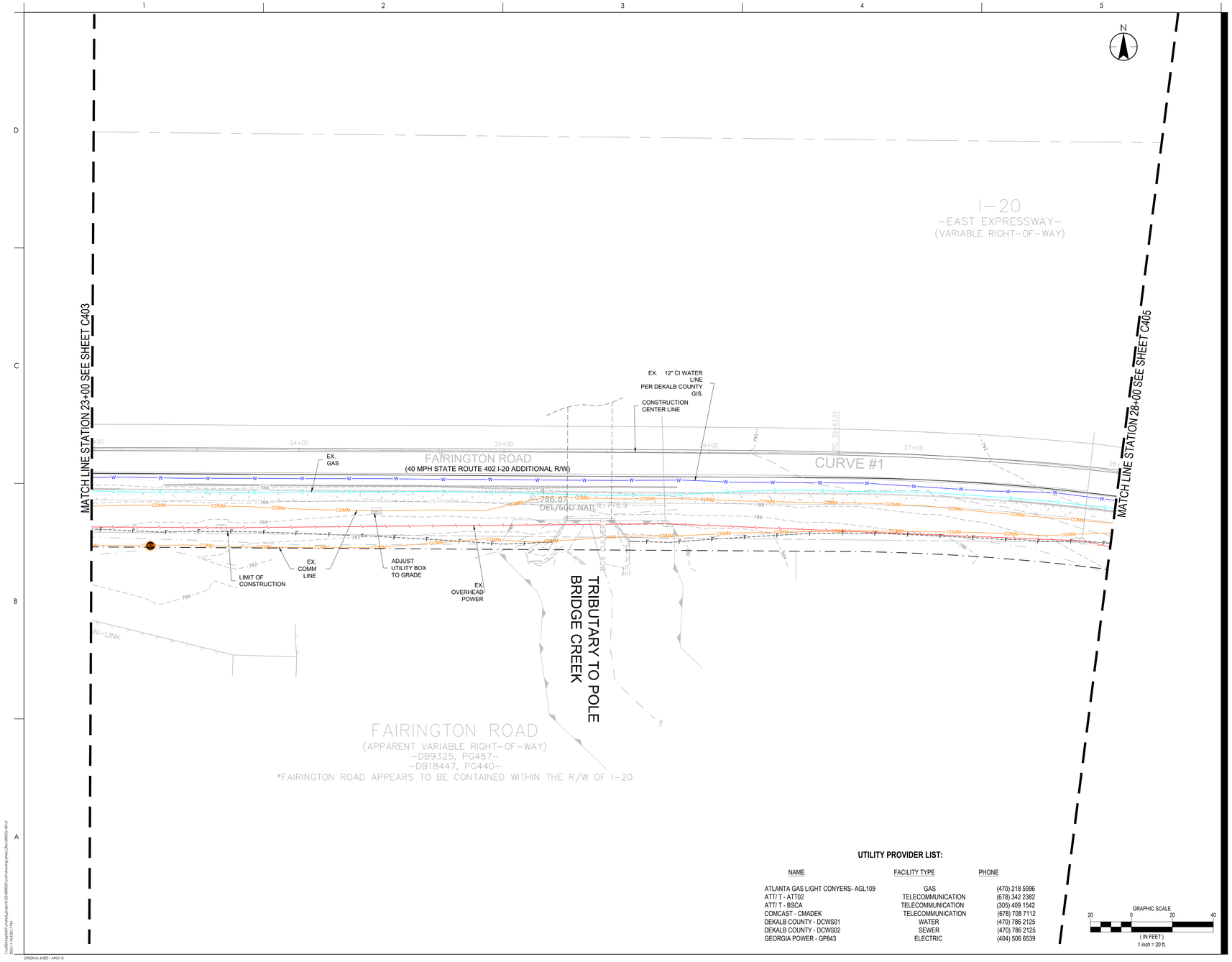
FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title

UTILITY PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C403
Drawing No.



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COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
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GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

ORIGINAL SHEET - ARCH D

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GEORGIA REGISTERED NO. 32010 PROFESSIONAL ENGINEER KEVIN WAYNE CLINE
11/07/2024

Client/Project Logo

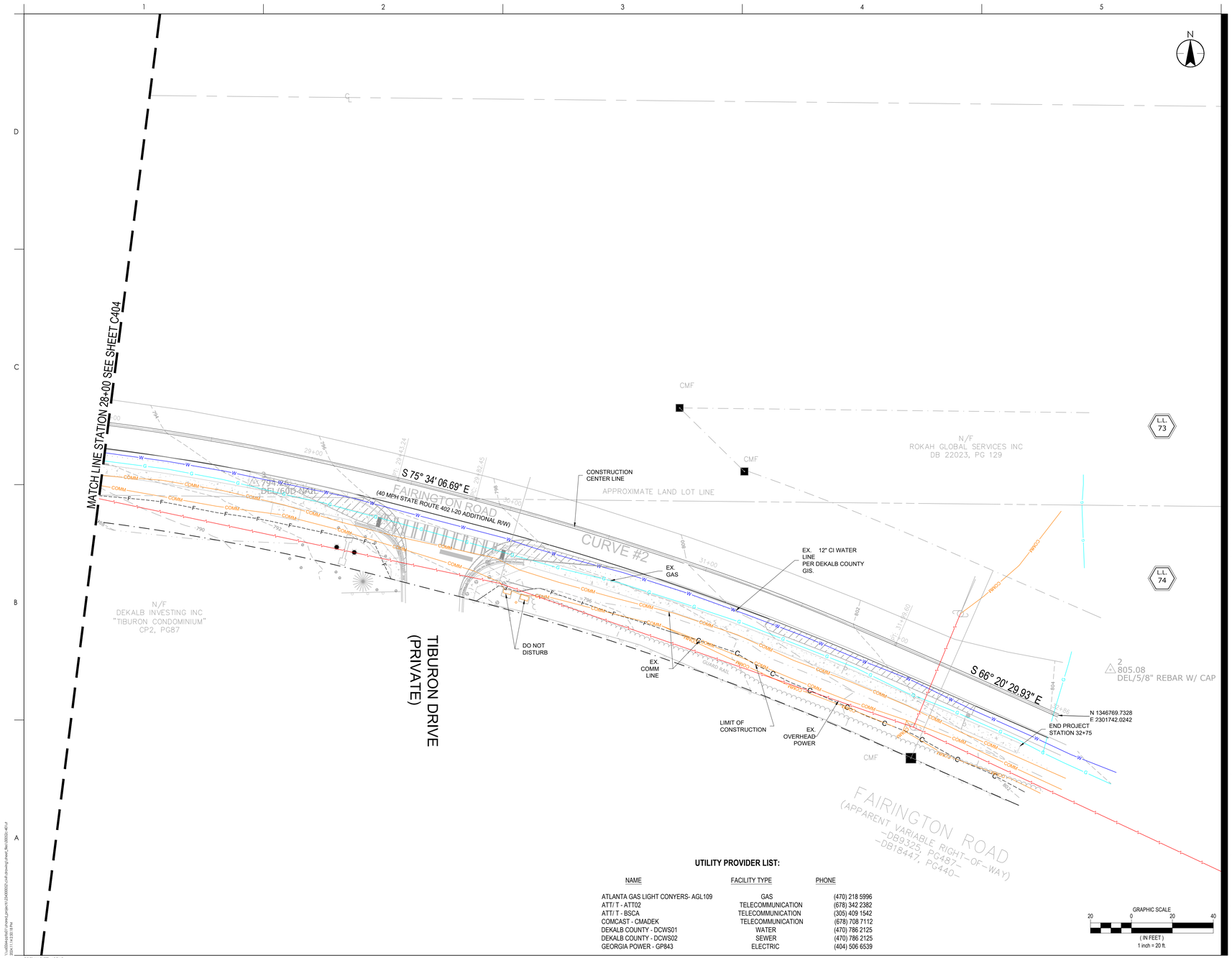
Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
UTILITY PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C404
Drawing No.



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ATT/ T - BSCA	TELECOMMUNICATION	(305) 409 1542
COMCAST - CMADEK	TELECOMMUNICATION	(678) 708 7112
DEKALB COUNTY - DCWS01	WATER	(470) 786 2125
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GEORGIA REGISTERED NO. 32[illegible] ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

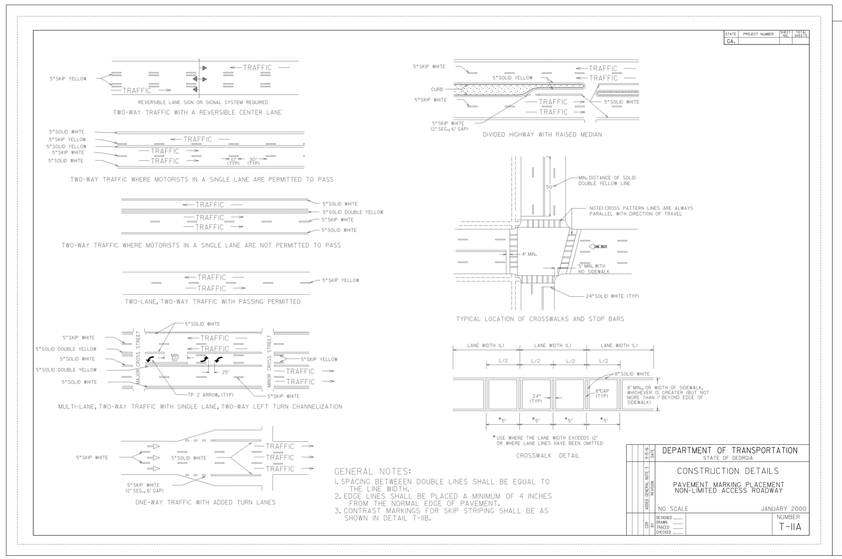
Client/Project
CITY OF STONECREST

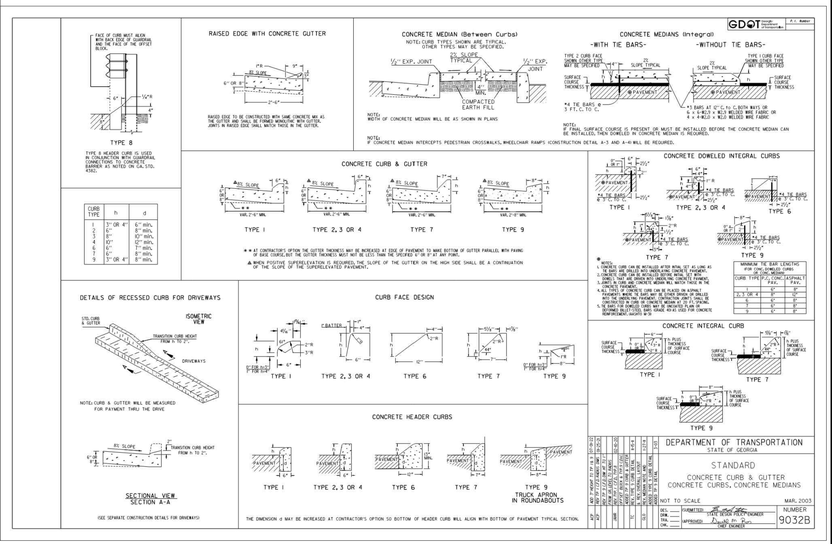
FAIRINGTON ROAD SIDEWALK

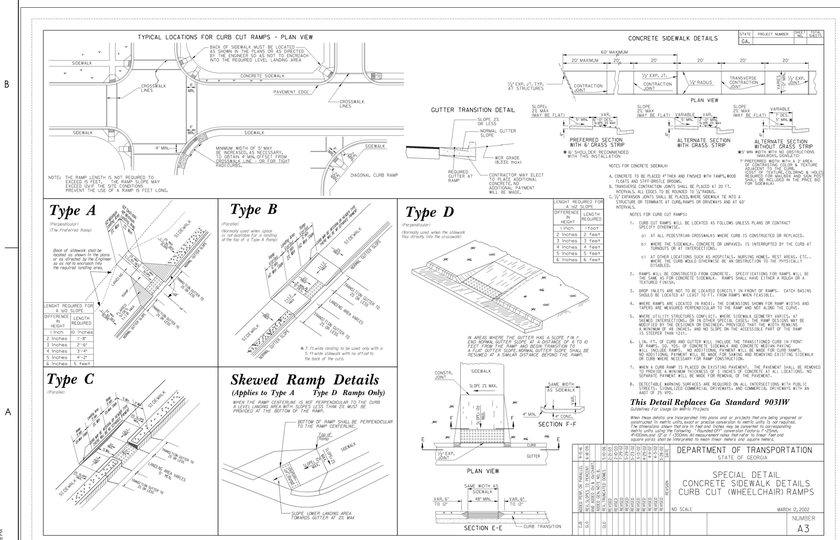
CITY OF STONECREST, GA

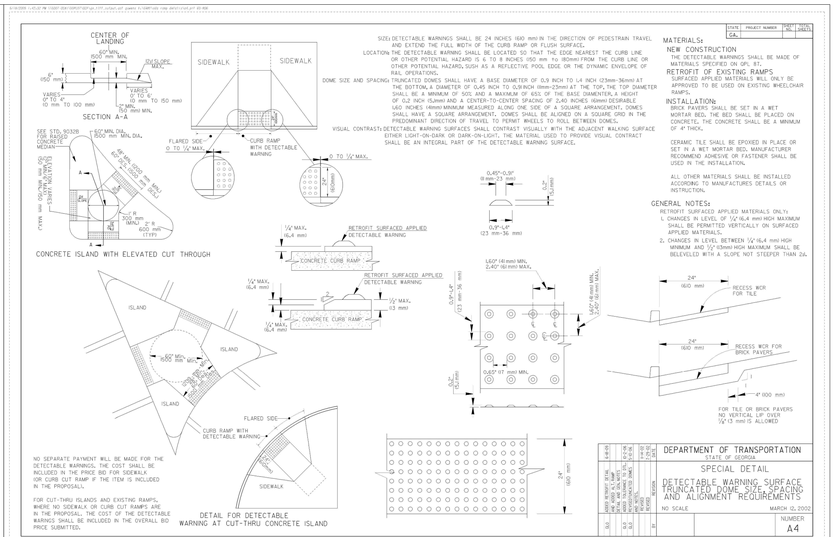
Title
UTILITY PLAN

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C405
Drawing No.









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GEORGIA REGISTERED PROFESSIONAL ENGINEER KEVIN WAYNE CLAY NO. 31777

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

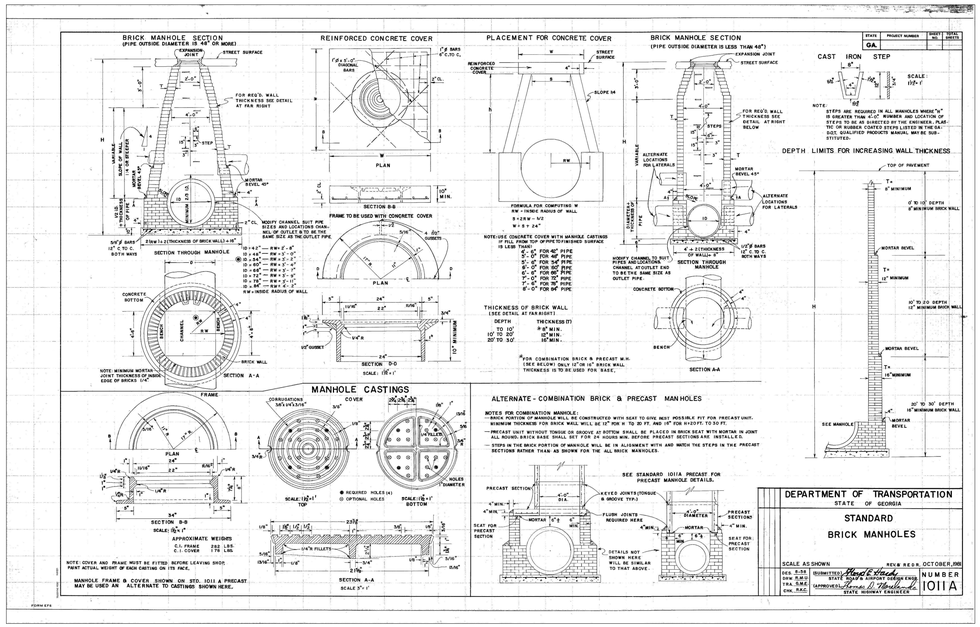
CITY OF STONECREST, GA

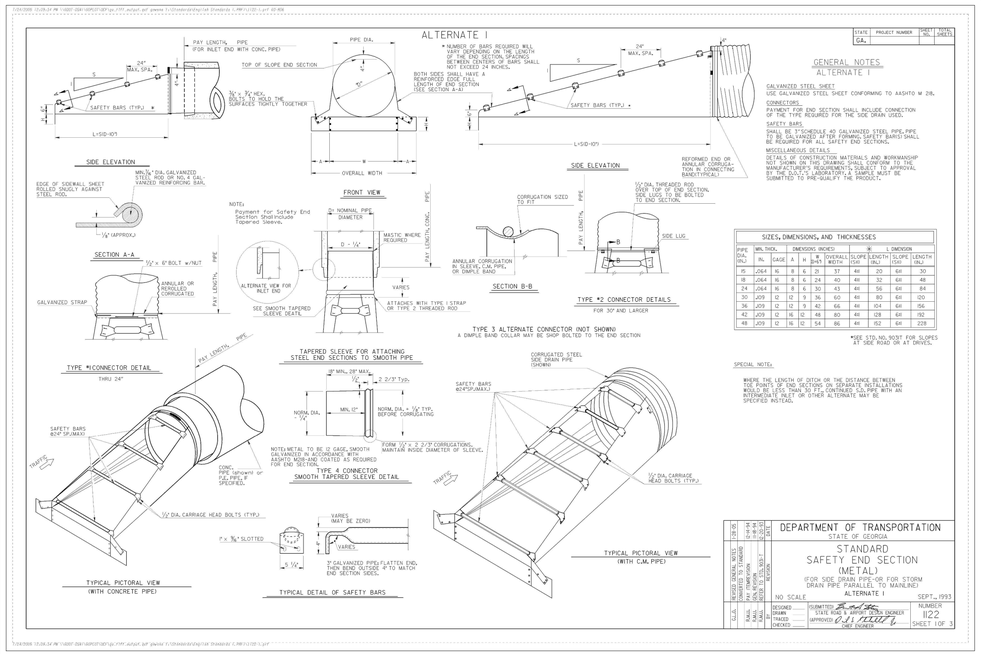
Title
CONSTRUCTION DETAILS

Project No.	Scale
234300052	AS SHOWN

Revision Sheet: C501 | Drawing No.

ORIGINAL SHEET - ARCH D





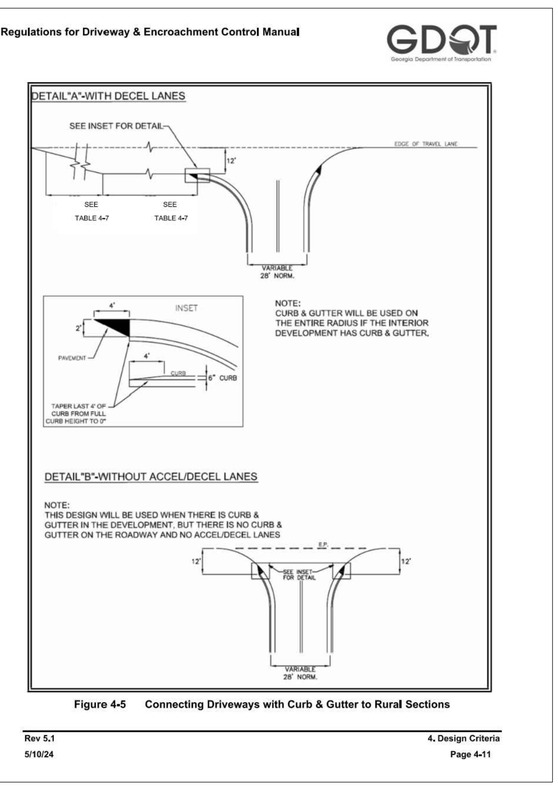


Figure 4-5 Connecting Driveways with Curb & Gutter to Rural Sections

Rev 5.1
5/10/24

4. Design Criteria
Page 4-11

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DEVELOPER / CLIENT: CITY OF STONECREST

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File Name: 00052C-50001	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED PROFESSIONAL ENGINEER NO. 32... KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

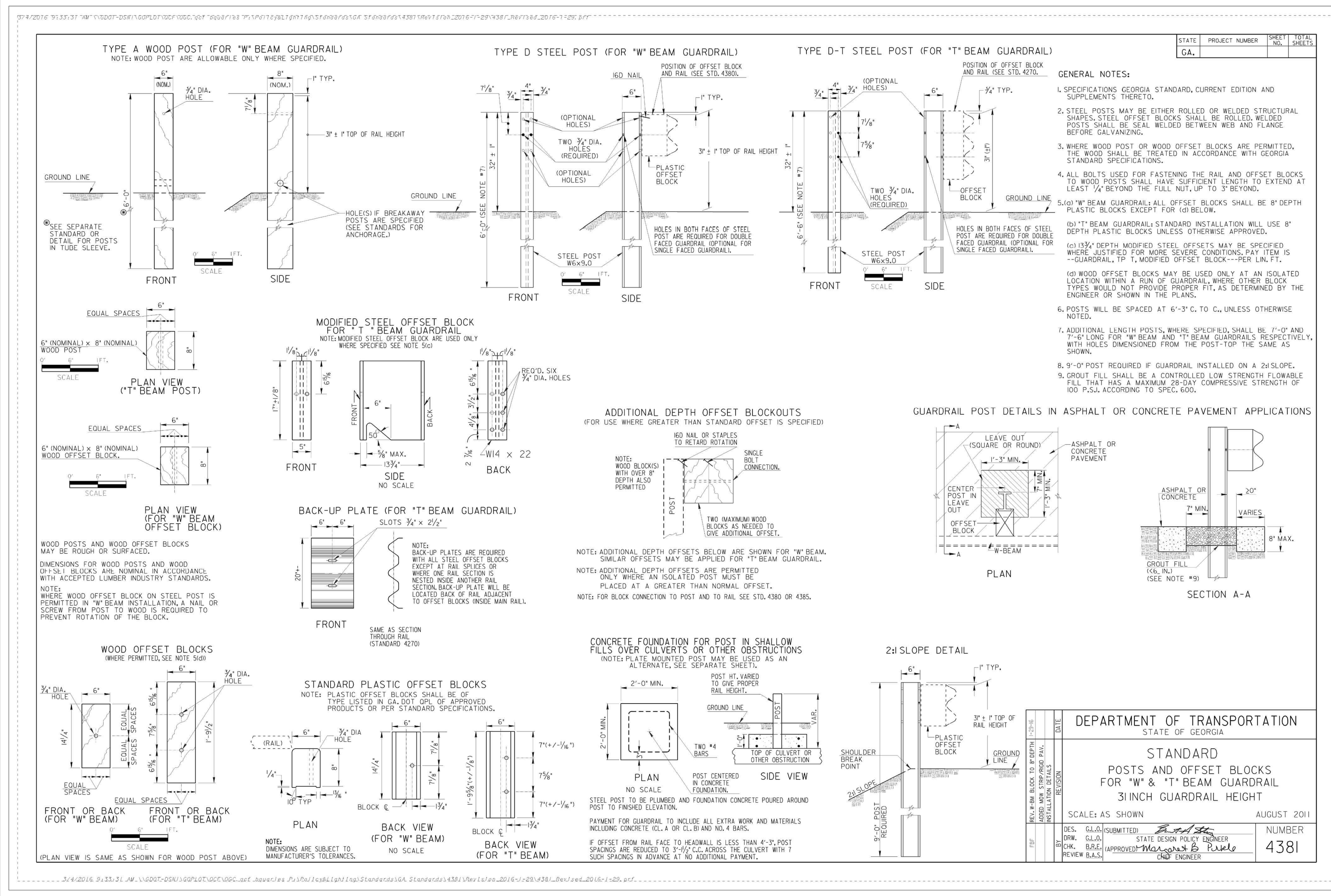
FAIRINGTON ROAD SIDEWALK

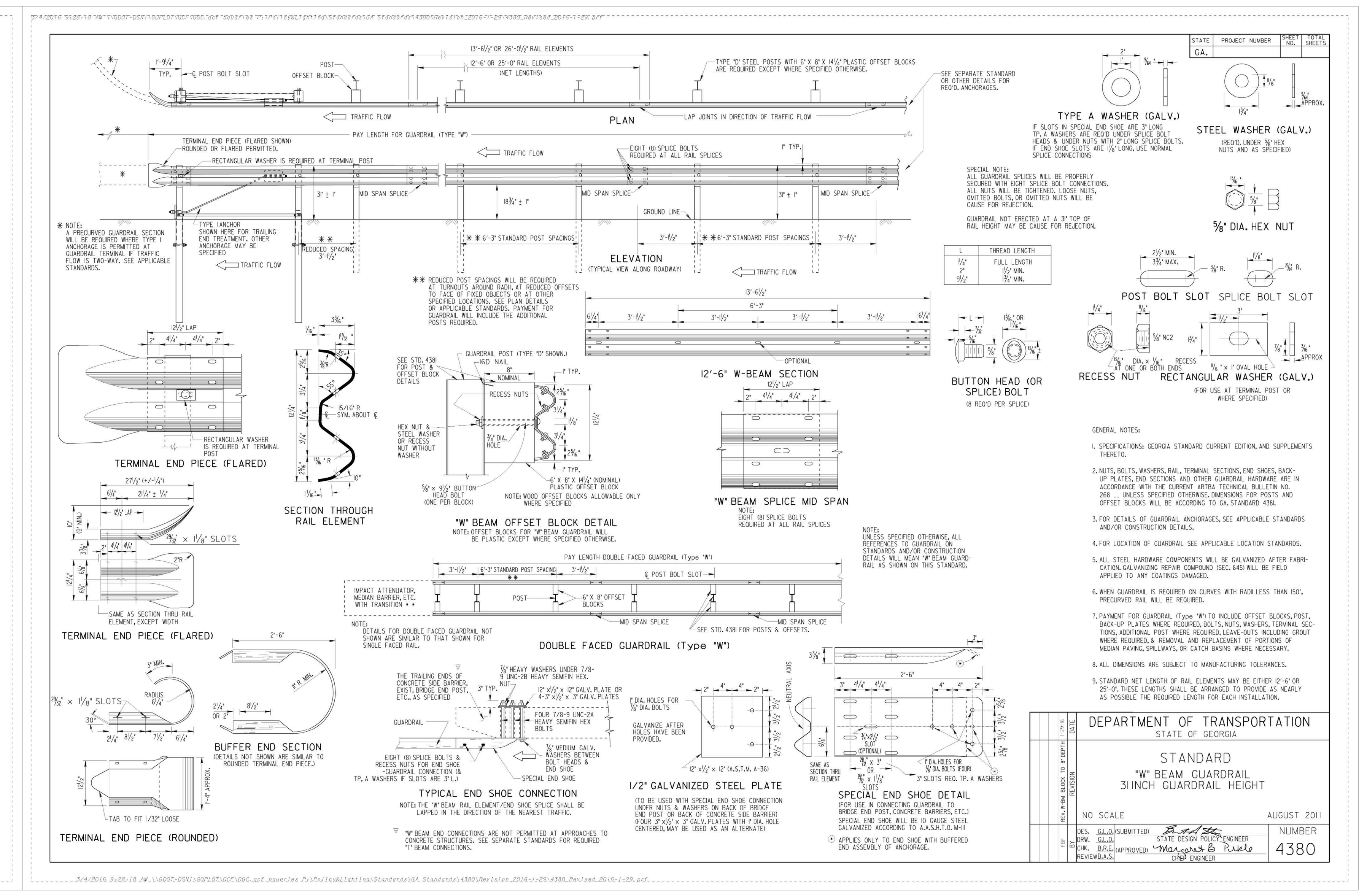
CITY OF STONECREST, GA

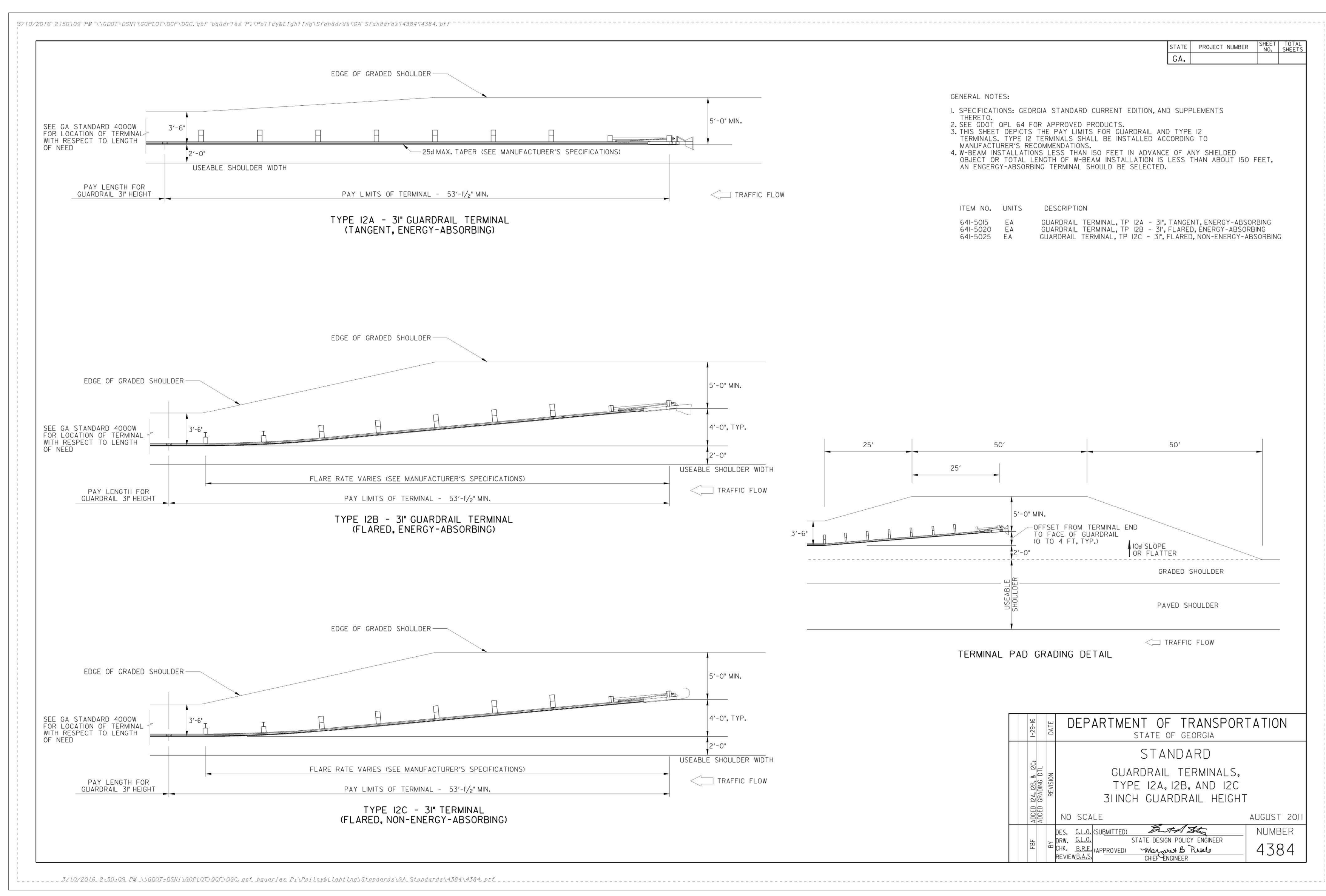
Title

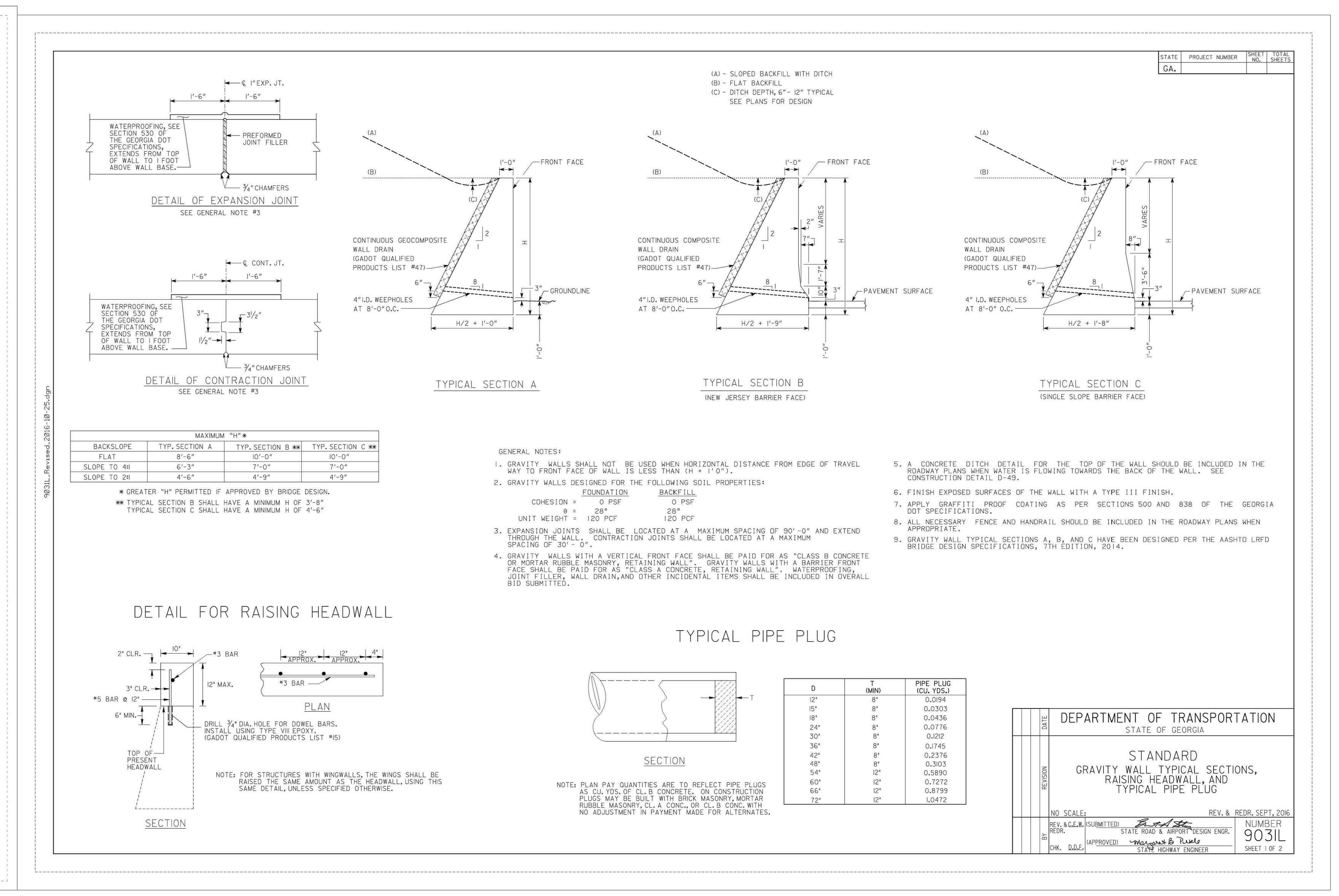
CONSTRUCTION DETAILS

Project No. 234300052
Scale AS SHOWN
Revision
Sheet
Drawing No. C502









ORIGINAL SHEET - ARCH D

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File Name: 00052C-500DT	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32190 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

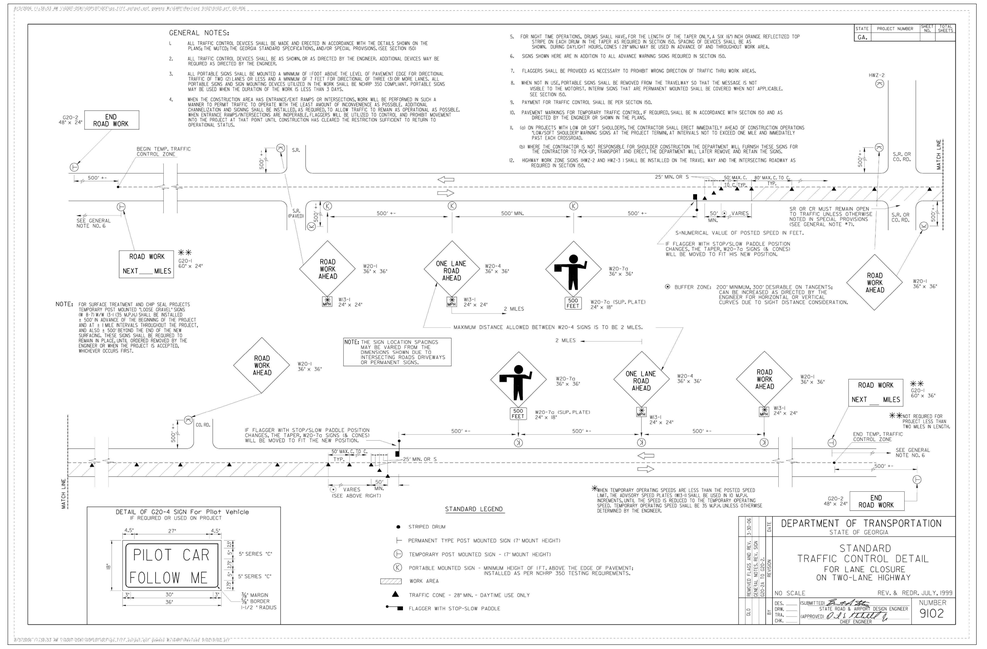
CITY OF STONECREST, GA

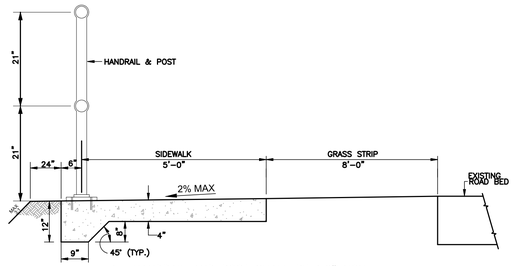
Title

CONSTRUCTION DETAILS

Project No. 234300052
Scale AS SHOWN

Revision Sheet Drawing No.
C503





1. HANDRAIL AND POST SHALL BE 1.9" NON-GALVANIZED STEEL PIPE, BLACK POWDER COATED OR 1.9" BLACK POLYKOTE SS40 PIPE. ASSOCIATED HARDWARE SHALL ALSO BE BLACK POWDER COATED.
2. JOINTS –
   a. NON-GALVANIZED BLACK POWDER COATED STEEL STEEL FITTINGS OR COUPLINGS MAY BE USED AT JOINTS (AS SHOWN) IF RAIL IS PRE-FABRICATED.
   –OR–
   b. IF RAIL IS CONSTRUCTED ON-SITE, JOINTS MAY BE WELDED. IF WELDED, ALL EXPOSED JOINTS SHALL BE FINISHED BY GRINDING OR FILING TO GIVE A NEAT APPEARANCE ALL DAMAGE TO STEEL SHALL BE REPAIRED IN ACCORDANCE WITH THE GA. STANDARD SPECIFICATIONS. JOINTS TO BE PAINTED BLACK AFTER INSTALLATION.
3. FOOTINGS –
   a. POST TO BE ANCHORED WITH 2½" X 6¾" NON-GALVANIZED BLACK POWDER COATED FLOOR FLANGES WITH 4– ½" X 9"NON-GALVANIZED BLACK POWDER COATED BOLTS (AS SHOWN) AND BEVELED SHIM PLATES AS REQUIRED.
4. 1.9" DENOTES O.D. FOR RAIL SECTIONS. I.D.=1½"
5. ADDITIONAL CONCRETE FOR TURNDOWN SHALL BE INCLUDED IN THE COST FOR CONCRETE SIDEWALK 4".

HANDRAIL TO SIDEWALK DETAIL
N.T.S

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Revision | By | Appd | YYYY.MM.DD

Issued | By | Appd | YYYY.MM.DD

File Name: 00052C-S0001 | DM Dwn. | DM Dsgn. | WN Chkd. | 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 33010 PROFESSIONAL ENGINEER WAYNE NEWTON
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

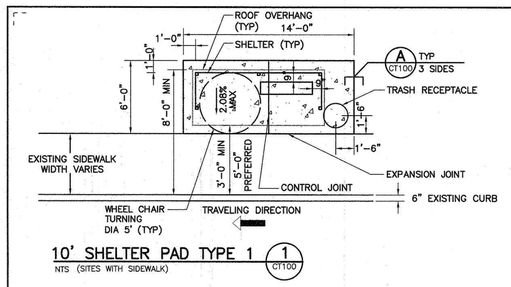
FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

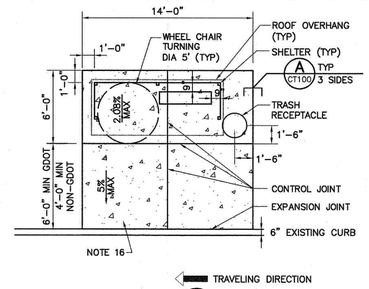
Title
CONSTRUCTION DETAILS

Project No. 234300052 | Scale AS SHOWN

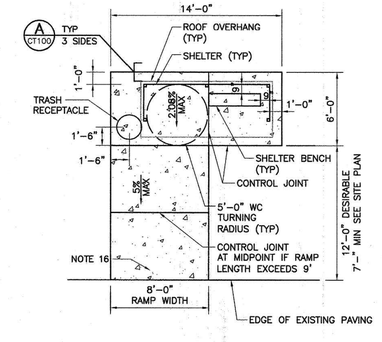
Revision | Sheet C504 | Drawing No.



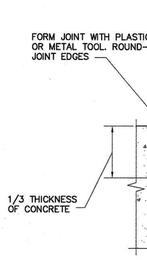
10' SHELTER PAD TYPE 1 (1 CT100)
NTS (SITES WITH SIDEWALK)



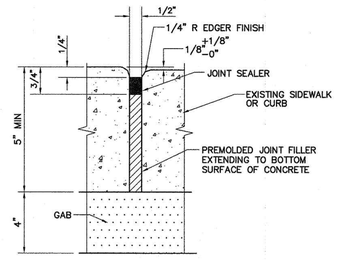
10' SHELTER PAD TYPE 2 (4 CT100)
NTS (SITES WITHOUT SIDEWALK)



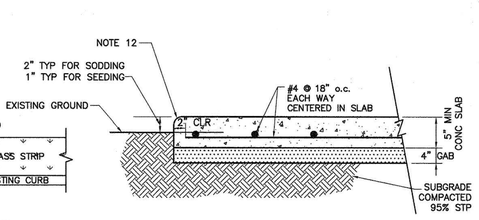
10' SHELTER PAD TYPE 3 (5 CT100)
NTS (SITES WITHOUT CURB)



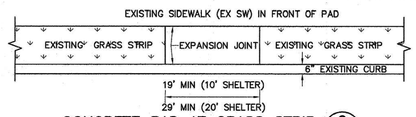
CONTROL JOINT (6 CT100)
NTS



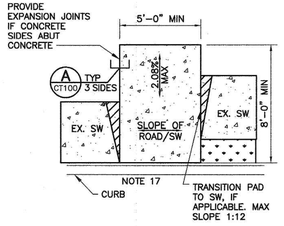
EXPANSION JOINT (7 CT100)
NTS



TYPICAL PAD AND SIDEWALK SECTION (A CT100)
NTS



CONCRETE PAD AT GRASS STRIP (2 CT100)
NTS



BUS STOP BOARDING (3 CT100)
NTS

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES WITHIN WORK AREA.
2. NO WORK SHALL BE PERFORMED IN THE RIGHT-OF-WAY WITHOUT A PERMIT.
3. ~~INSTALLATION OF SHELTER, BENCH AND TRASH RECEPTACLE SHALL BE PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND SHOP DRAWINGS.~~
4. ~~TRASH RECEPTACLE SHALL BE INSTALLED USING ANCHORS PROVIDED BY MANUFACTURER.~~
5. ~~ELECTRICAL CONNECTIONS SHOWN ARE THE ENGINEER'S BEST ESTIMATE. CONTRACTOR SHALL COORDINATE WITH GEORGIA POWER FOR ACTUAL LOCATIONS AND TYPE OF CONNECTIONS (OVERHEAD OR UNDERGROUND). CONTRACTOR SHALL INSTALL UNDERGROUND CONDUITS AND CONDUCTORS AS REQUIRED TO CONNECT TO GEORGIA POWER. UNDERGROUND CONDUITS SHALL BE COORDINATED WITH THE AUTHORITY PRIOR TO WORK BEING PERFORMED. ELECTRICAL CONNECTIONS SHALL BE PER SHELTER MANUFACTURERS WRITTEN INSTRUCTIONS. SEE DRAWING CE100 FOR GROUNDING DETAILS.~~
6. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES THAT CONFORM TO THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION MANUAL (GREEN BOOK) FOR SITES THAT ARE DISTURBED AND PADS NOT COMPLETED.
7. WWF 4 X 4 – W2.9 / W2.9 MAY BE USED INSTEAD OF REBAR OVER ALL POURED CONCRETE. THE WWF SHALL BE PLACED THE MIDDLE OF THE SLAB USING SUPPORTS. THE SHELTER CAN BE INSTALLED WHEN THE CONCRETE ACHIEVES 60% DESIGN STRENGTH.
8. ~~SHELTER AND DISTURBED AREA SHALL BE WITHIN THE RIGHT OF WAY UNLESS AN EASEMENT IS OBTAINED.~~
9. ~~SHELTER SHALL BE LOCATED SO IT WILL NOT OBSTRUCT VEHICLE SIGHT DISTANCE.~~
10. PAD SLOPE SHALL BE 2.08% MAXIMUM PERPENDICULAR TO THE ROADWAY.
11. PLACE PREMOLDED EXPANSION JOINT MATERIAL BETWEEN BACK OF CURB OR SIDEWALK AND PAD, SEE EXPANSION JOINT DETAIL.
12. FORM ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" ROUND.
13. ~~FOR EXISTING GRASS STRIP BETWEEN SIDEWALK & CURB PROVIDE CONCRETE PAD ACROSS GRASS STRIP. SEE DETAIL 2, THIS SHEET.~~
14. GRADING OF SLOPES SHALL NOT EXCEED 2H:1V.
15. THE PAD SHALL BE GRADED SO RUNOFF FLOWS AWAY FROM IT. RUNOFF SHALL NEVER POND ON OR NEAR THE PAD.
16. SIDEWALKS SHALL HAVE A MAXIMUM OF 2.08% CROSS SLOPE.
17. 2010 ADA GUIDELINES: PARALLEL TO THE ROADWAY, THE SLOPE OF THE BUS STOP BOARDING & ALIGHTING AREA SHALL BE THE SAME AS THE ROADWAY, TO THE MAXIMUM EXTENT PRACTICABLE. THE SLOPE OF THE BUS STOP BOARDING AND ALIGHTING AREA SHALL NOT BE STEEPER THAN 1:48 PERPENDICULAR TO THE ROADWAY.
18. ~~THE SHELTER SHALL BE SOLAR BUS SHELTER OR EQUIVALENT.~~
19. ~~FOR TYPICAL RAISED CURB SECTION AND TYPICAL BUS SHELTER POST CONNECTIONS TO THE SLAB, SEE SECTION A/GE100 AND DETAIL 2/GE100, 3/GE100.~~

MATERIALS:

A. CONCRETE: 4000E PSI PORTLAND CEMENT CONCRETE (F'C=4000 PSI)

B. EXPANSION JOINT FILLERS: PREFORMED TYPE, NON-BITUMINOUS; CLOSED CELL PLASTIC FOAM STRIPS, FLEXIBLE, RESILIENT, HAVING LOW WATER ABSORPTION, RESISTANT TO SOLVENTS AND CHEMICALS, NON-STAINING, AND EFFECTIVE AS A BACK-UP FOR COLD APPLIED SEALANTS.

C. GRADED AGGREGATE BASE: REFER TO GDOT SSCTS SECTION 815.

D. STEEL BARS FOR CONCRETE REINFORCEMENT: REFER TO GDOT SSCTS SECTION 853.2.01

NOTE:
GDOT REQUIRES 6' OF DISTANCE BETWEEN SHELTER, BENCH, ETC TO BACK OF CURB. FOR NON-GDOT MUNICIPALITIES, AN ABSOLUTE MINIMUM OF 3' FROM BUS AMENITY TO BACK OF CURB CAN BE USED ONLY TO AVOID RIGHT-OF-WAY ENCROACHMENT AND ACCEPTABLE BY LOCAL MUNICIPALITY. BUS AMENITIES MAY ALSO BE PLACED ON EXISTING SIDEWALKS WITHOUT BUILDING A PAD IF APPLICABLE.

REV.	DATE	BY	SUB.	APP.	DESCRIPTION

DESIGNED
DRAWN
CHECKED
R. CHARD A. LYNCH
DATE 30 JUN 20

GEORGIA REGISTERED No. 031555 PROFESSIONAL RICHARD A. LYNCH

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
marta
APPROVED

BUS SHELTER INSTALLATION

MARTA 10 FT BUS SHELTER
PLANS AND PAD DETAILS

SCALE: NTS
CONTRACT PROPOSAL NUMBER: Q38737
DRAWING NO. CT100 | REV. 0 | PAGE NO. 1

Printed By: JEFFREY.SMITH
Printing Date: 6/30/2020 10:19:53 AM
Plotted By: JEFFREY.SMITH
Plot Date: 6/30/2020 10:19:53 AM
Plot Scale: 1.000 ft / in
Plot Device: ANSI full bleed D

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ORIGINAL SHEET - ARCH D

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File Name: 00552C-SD001	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 33[illegible] PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
CONSTRUCTION DETAILS

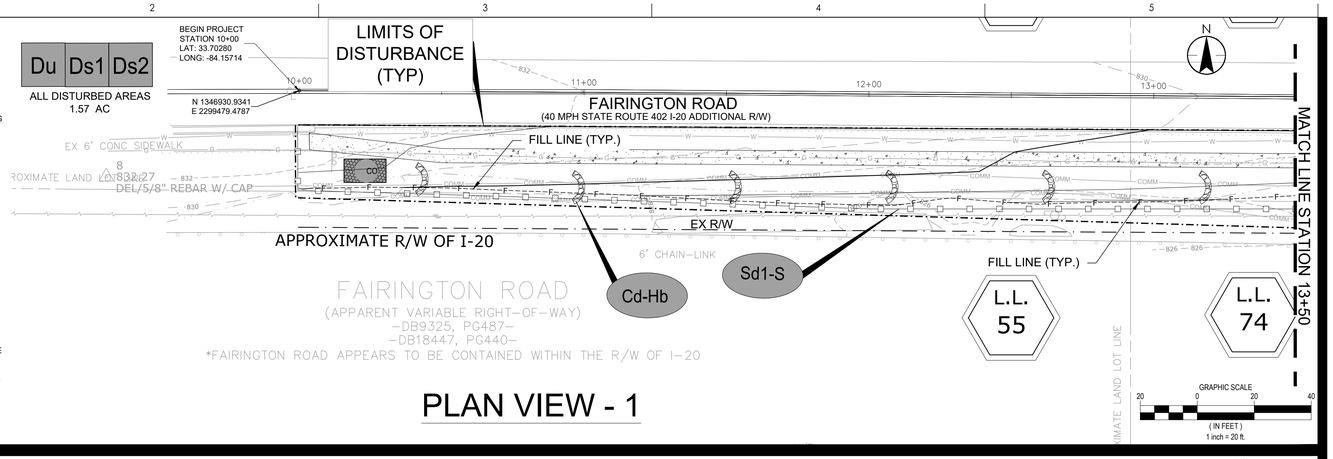
Project No. 234300052
Scale AS SHOWN
Revision Sheet
Drawing No. C505

PHASE 1 - SEQUENCE OF CONSTRUCTION:

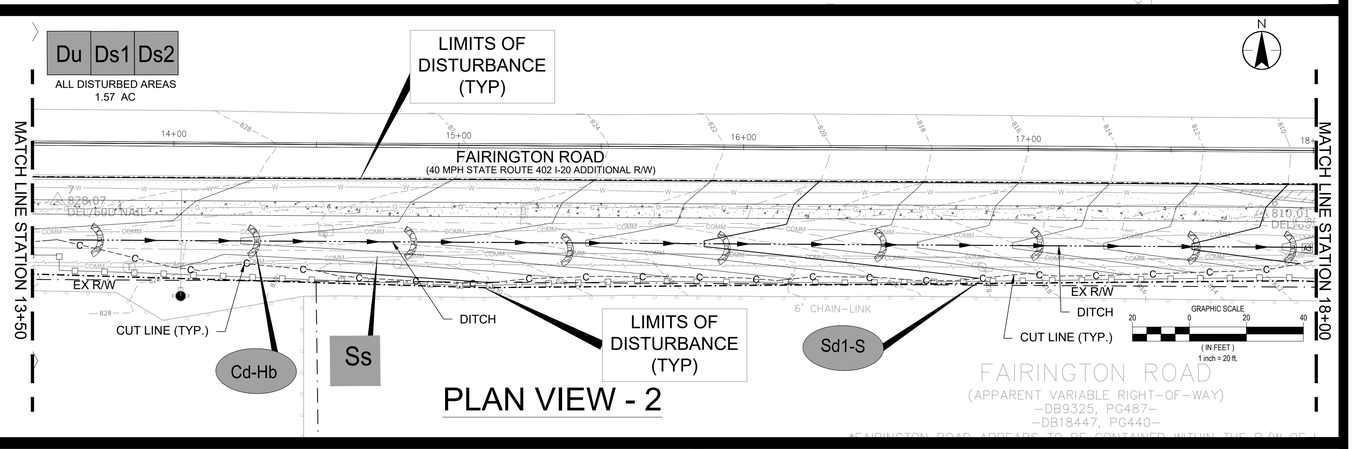
1. RECEIVE NPDES COVERAGE FROM GAEPD AND LAND DISTURBANCE PERMIT FROM COUNTY.
2. SETUP A PRE-CONSTRUCTION MEETING WITH CONTRACTOR,OWNER/OWNERS REPRESENTATIVE AND ENGINEER OF RECORD PRIOR TO COMMENCING ANY LAND DISTURBANCE ACTIVITIES.
3. NOTIFY CITY OF STONECREST 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
4. INSTALL CONSTRUCTION ENTRANCE AND PERIMETER BEST MANAGEMENT PRACTICE (BMP) CONTROLS AS SHOWN ON THESE PLANS.
5. MAINTAIN ALL SEDIMENT AND EROSION CONTROL FEATURES THROUGHOUT THE LIFE OF THE PROJECT.
6. AFTER IMPLEMENTATION OF THE ABOVE IS COMPLETED, CONTINUE TO PHASE 2.

PHASE 2 - SEQUENCE OF CONSTRUCTION:

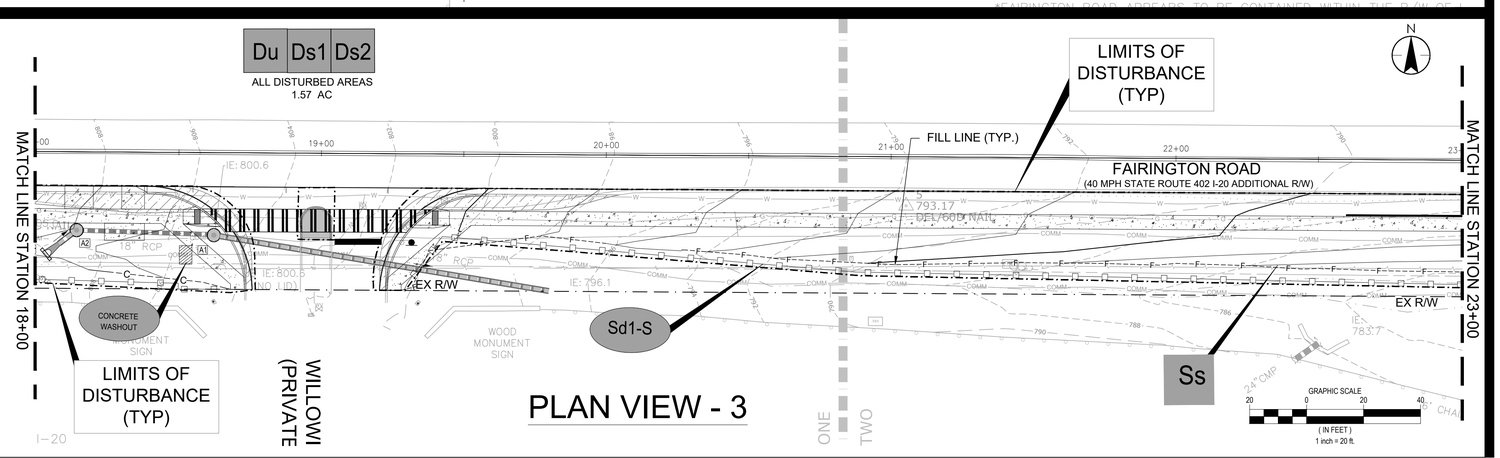
1. COMMENCE LAND DISTURBANCE ACTIVITIES.
2. INSTALL STORM DRAINAGE.
3. INSTALL AND MAINTAIN STORM DRAIN INLET AND OUTLET PROTECTION MEASURES.
4. USE TEMPORARY STABILIZATION MEASURES (TEMP. SEEDING, STRAW, MULCH) DURING THIS PHASE IF DISTURBED AREAS ARE TO BE LEFT EXPOSED FOR GREATER THAN 14 DAYS.
5. MAINTAIN ALL SEDIMENT AND EROSION CONTROL FEATURES THROUGHOUT THE LIFE OF THE PROJECT.
6. AFTER IMPLEMENTATION OF THE ABOVE IS COMPLETED, CONTINUE TO PHASE 3



PLAN VIEW - 1



PLAN VIEW - 2



PLAN VIEW - 3

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CONTACT: HARI KARIKARAN

24 HOUR CONTACT HARI KARIKARAN
PHONE: (770) 2240200
EMAIL: HKARIKARAN@STONECRESTGA.GOV

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Issued	By	Appd	YYYY.MM.DD

File Name: 00052C-700EC-PHASE 1_2	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED No. 32707 ENGINEER KEVIN WAYNE CLAY

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
EROSION CONTROL
PLAN PHASE 1 & 2

Project No. 234300052
Scale AS SHOWN
Revision Sheet C700
Drawing No.

ORIGINAL SHEET - ARCH D

Du | Ds1 | Ds2

ALL DISTURBED AREAS
1.57 AC

LIMITS OF DISTURBANCE (TYP)

MATCH LINE STATION 23+00

FAIRINGTON ROAD
(40 MPH STATE ROUTE 402 I-20 ADDITIONAL R/W)

CURVE #1

MATCH LINE STATION 28+00

EX R/W

DOUBLE ROW SILT FENCE

FILL LINE (TYP.)

Sd1-S

Ss

OUTFALL #1 MONITORING SAMPLE POINT

25' STREAM BUFFER

TRIBUTARY TO P
BRIDGE CREEK

LIMITS OF DISTURBANCE (TYP)

PLAN VIEW - 4

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

Du | Ds1 | Ds2

ALL DISTURBED AREAS
1.57 AC

MATCH LINE STATION 28+00

FAIRINGTON ROAD
(40 MPH STATE ROUTE 402 I-20 ADDITIONAL R/W)

CURVE #2

APPROXIMATE LAND LOT LINE

N/F
ROKAH GLOBAL SERVICES INC
DB 22023, PG 129

L.L. 73

L.L. 74

N/F
DEKALB INVESTING INC
"TIBURON CONDOMINIUM"
CP2, PG87

TIBURON DRIVE
(PRIVATE)

LIMITS OF DISTURBANCE (TYP)

EX R/W

FILL LINE (TYP.)

CUT LINE (TYP.)

Sd1-S

2
805.08
DEL/5/8" REBAR W/ CAP

N 1346769.7328
E 2301742.0242

END PROJECT
STATION 32+75
LAT: 33.70248
LONG: -84.15007

PLAN VIEW - 5

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

ORIGINAL SHEET - ARCH D

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Consultant

DEVELOPER / CLIENT: CITY OF STONECREST

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Revision	By	Appd	YYYY.MM.DD

Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-700EC-PHASE 1_2	DM Dwn.	DM Dsgn.	WN Chkd.	2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED No. 32... PROFESSIONAL ENGINEER KEVIN WAYNE CLINE

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

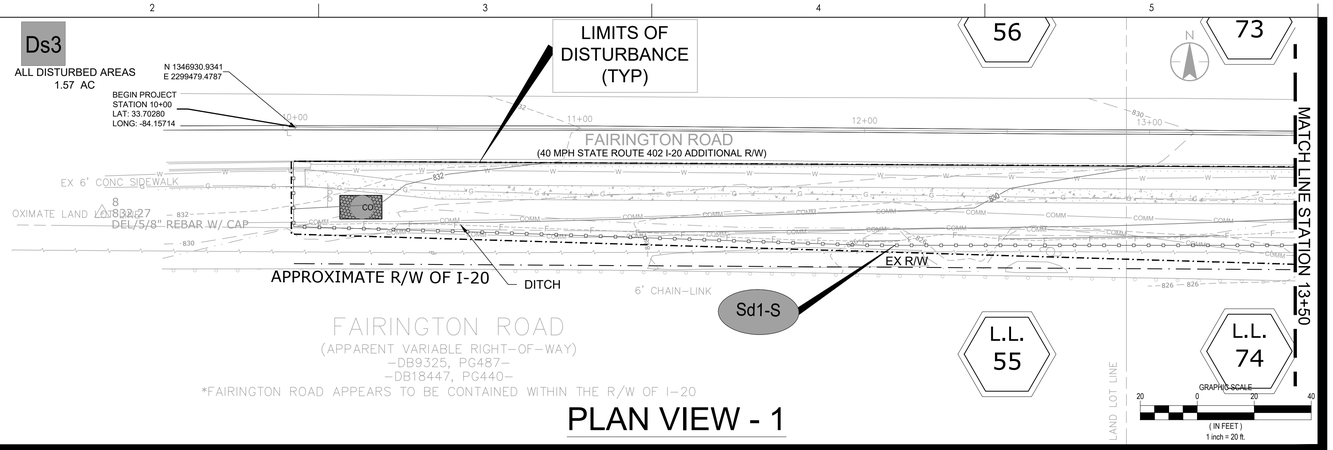
Title
EROSION CONTROL
PLAN PHASE 1 & 2

Project No.	Scale
234300052	AS SHOWN

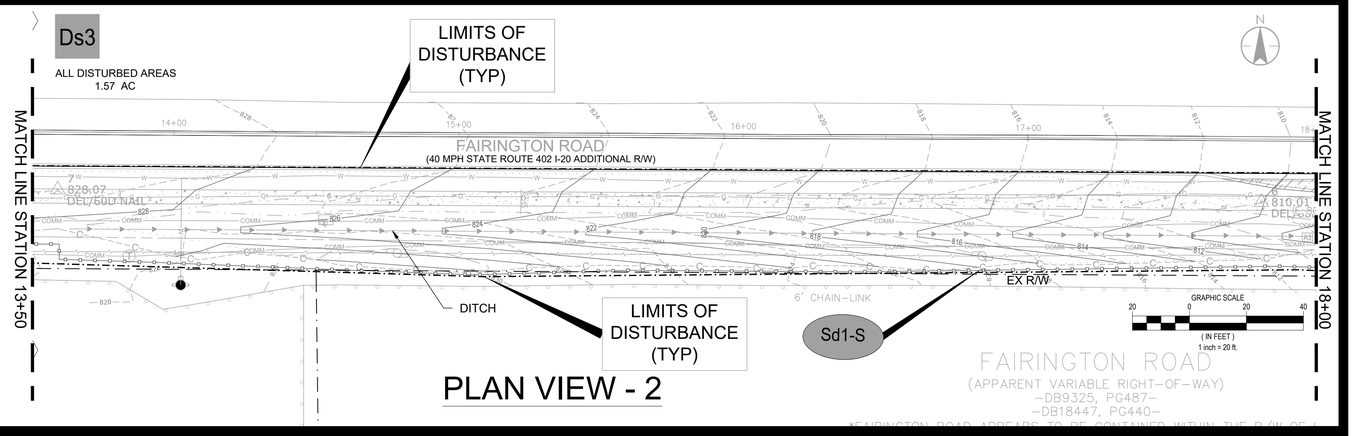
Revision	Sheet	Drawing No.
		C701

PHASE 3 - SEQUENCE OF CONSTRUCTION:

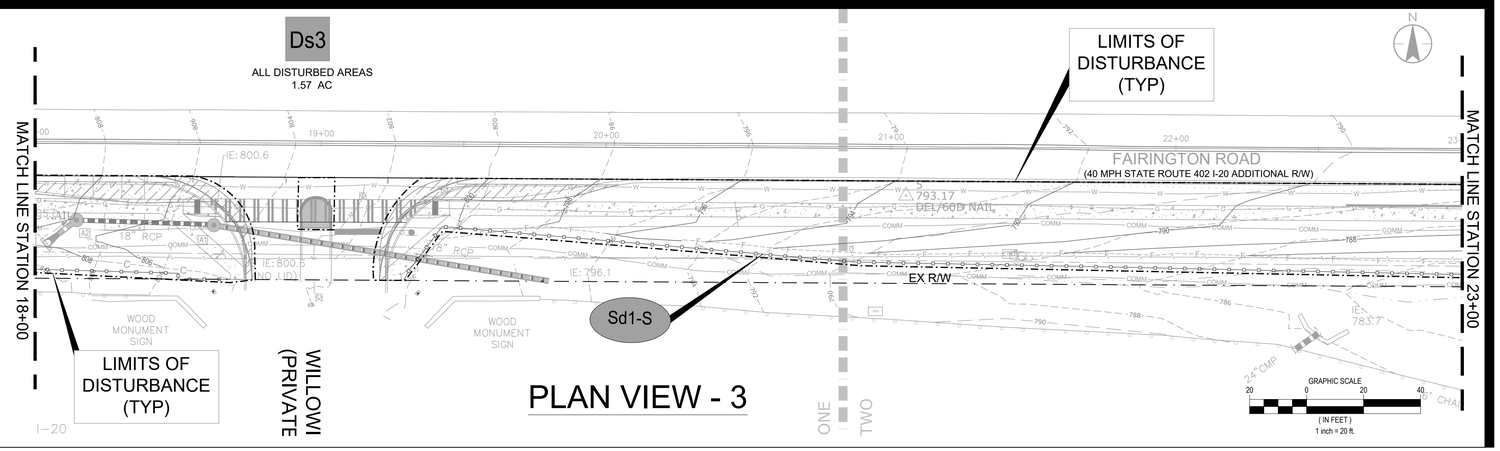
1. MAINTAIN ALL SEDIMENT AND EROSION CONTROL FEATURES THROUGHOUT THE LIFE OF THE PROJECT.
2. CLEAN OUT ALL STORM DRAINAGE STRUCTURES, PIPES AND RIP RAP OUTLET PROTECTION OF SEDIMENT AND CONSTRUCTION DEBRIS PRIOR TO CLOSE-OUT.
3. PERMANENT STABILIZATION OF SITE.
4. CONTRACTOR TO REMOVE ALL TEMPORARY BEST MANAGEMENT PRACTICES (SILT FENCE, CHANNEL CHECK DMS, ETC.) AND DISPOSE OFF-SITE.
5. SUBMIT NOTICE OF TERMINATION (NOT) TO GAEPD.



PLAN VIEW - 1



PLAN VIEW - 2



PLAN VIEW - 3

Stantec

Stantec Consulting Services Inc.
229 PEACHTREE ST NE #1900
ATLANTA, GA 30303
Tel: (770) 493-0450
www.stantec.com

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Revision	By	Appd	YYYY.MM.DD

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File Name: 00052C-702EC-PHASE 3	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32107 ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
EROSION CONTROL
PLAN PHASE 3

Project No. 234300052
Scale AS SHOWN
Revision
Sheet C702
Drawing No.

Ds3

ALL DISTURBED AREAS
1.57 AC

LIMITS OF DISTURBANCE (TYP)

MATCH LINE STATION 23+00

FAIRINGTON ROAD
(40 MPH STATE ROUTE 402 I-20 ADDITIONAL R/W)

CURVE #1

MATCH LINE STATION 28+00

EX R/W

DOUBLE ROW SILT FENCE

Sd1-S

OUTFALL #1 MONITORING SAMPLE POINT

TRIBUTARY TO POLE BRIDGE CREEK

25' STREAM BUFFER

LIMITS OF DISTURBANCE (TYP)

FAIRINGTON ROAD

PLAN VIEW - 4

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

Ds3

ALL DISTURBED AREAS
1.57 AC

MATCH LINE STATION 28+00

FAIRINGTON ROAD
(40 MPH STATE ROUTE 402 I-20 ADDITIONAL R/W)

CURVE #2

EX R/W

Sd1-S

N/F
DEKALB INVESTING INC
"TIBURON CONDOMINIUM"
CP2, PG87

TIBURON DRIVE
(PRIVATE)

LIMITS OF DISTURBANCE (TYP)

APPROXIMATE LAND LOT LINE

N/F
ROKAH GLOBAL SERVICES INC
DB 22023, PG 129

L.L. 73

L.L. 74

2
805.08
DEL/5/8" REBAR W/ CAP

N 1346769.7328
E 2301742.0242

END PROJECT
STATION 32+75
LAT: 33.70248
LONG: -84.15007

PLAN VIEW - 5

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

ORIGINAL SHEET - ARCH D

Stantec

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File Name: 00052C-702EC-PHASE 3 | DM Dsn. | DM Dsgn. | WN Chkd. | 2024.02.14 YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED No. 32... PROFESSIONAL ENGINEER KEVIN WAYNE CLINE

11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
EROSION CONTROL
PLAN PHASE 3

Project No. 234300052 | Scale AS SHOWN

Revision | Sheet | Drawing No.
C703

A. Contents of Plan. The Erosion, Sedimentation and Pollution Control Plan shall include, as a minimum, best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

1. **Checklist.** Each plan shall include a completed Erosion, Sedimentation and Pollution Control Plan Checklist established by the Georgia Soil and Water Conservation Commission (GSWCC) as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the applicable Checklist as approved by the GSWCC up until the date of the NOI submittal. The applicable checklists are available on the GSWCC website.

SEE SHEET C707

2. Site description. Each site-specific Plan shall provide a description of pollutant sources and other information as indicated:
   a. A description of the nature of the construction activity;
   b. A detailed description and chart or timeline of the intended sequence of major activities which disturb soils for major portions of the site (i.e., initial sediment storage requirements and perimeter BMPs, clearing and grubbing activities, excavation activities, grading activities, infrastructure activities, immediate and final stabilization activities);
   c. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other activities;
   d. An estimate of the runoff coefficient or peak discharge flow of the site prior to the construction activities and after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;
   e. A site-specific map or series of drawings indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, an outline of areas which are not to be disturbed, the location of major structural and nonstructural controls identified in the Plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where stormwater is discharged to a surface water; and
   f. Identify the receiving water(s) and areal extent of wetland acreage at the site;

The existing site is a two lane asphalt road. The proposed site involves constructing a new sidewalk parallel to the road and two bus stop pads. Construction activities include the addition of a roadway shoulder and sidewalk as well as erosion control.

Receiving waters: An unnamed tributary to Pole Bridge Creek.

3. Controls. Each Plan shall include a description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial sediment storage requirements and perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase Plan. The Plan will include appropriate staging and access requirements for construction equipment. The Plan will clearly describe for each major activity identified in Part IV.D.2.b., appropriate control measures and the timing during the construction process that the measures will be implemented. The primary permittee is encouraged to utilize the document, Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites, EPA 833-R-060-04, May 2007, when preparing the Plan. The description and implementation of controls shall address the following minimum components:

   a. Erosion and sediment controls.
      (1). Stabilization measures. A description of interim and permanent stabilization measures, including site-specific scheduling of the implementation of the measures. Site plans should ensure that existing vegetation is preserved and that disturbed portions of the site are stabilized. Stabilization measures may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the Plan. Except as provided in paragraphs IV.D.3.(a).(1).(a). below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
         (a). Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently cease is precluded by snow cover or other adverse weather conditions, stabilization measures shall be initiated as soon as practicable.
      (2). Structural practices. A description of structural practices to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA.

      (3). Sediment basins. For common drainage locations a temporary (or permanent) sediment basin providing at least 1800 cubic feet (67 cubic yards) of storage per acre drained, or equivalent control measures, shall be provided until final stabilization of the site. The 1800 cubic feet (67 cubic yards) of storage area per acre drained does not apply to flows from off-site areas and flows from on-site areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage locations where a temporary sediment basin providing at least 1800 cubic feet (67 cubic yards) of storage per acre drained, or equivalent controls is not attainable, sediment traps, silt fences, wood mulch berms or equivalent sediment controls are required for all side slope and down slope boundaries of the construction area. When the sediment fills to a volume at most of 22 cubic yards per acre for each acre of drainage area, the sediment shall be removed to restore the original design volume. This sediment must be properly disposed. Sediment basins may not be feasible at some construction sites. Careful consideration must be used to determine when a sediment basin cannot be used and/or when 67 cubic yards of storage per acre drained is not attainable and a written justification explaining the decision(s) must be included in the Plan. Perennial and intermittent waters of the State shall not be used for temporary or permanent sediment detention. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan. Outlet structures that withdraw water from the surface are temporary BMPs and must be removed prior to submitting Notice of Termination. For construction activities where the NOI was submitted prior to January 1, 2014, this requirement of the permit is not applicable.

      (4). Alternative BMPs. The use of alternative BMPs whose performance has been documented to be equivalent or superior to conventional BMPs as certified by a Design Professional may be allowed (unless disapproved by EPD or the Georgia Soil and Water Conservation Commission).

      (5). High performance BMPs. The use of infiltration trenches, seep berms, sand filters, dry wells, flocculants or coagulants, etc. for minimizing point source discharges except for large rainfall events is encouraged.

Initial erosion control measures for this site include silt fence, construction exit, etc.

Phase 2 erosion control measures include dust control,mulching, temporary seeding, grading, paving, etc. Final stabilization is provided with permanent grassing to the affected areas.

   b. Stormwater management. A description of measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of stormwater management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Operators are only responsible for the installation and maintenance of stormwater management measures prior to final stabilization of the site, and are not responsible for maintenance after stormwater discharges associated with construction activity have been eliminated from the site.
      (1). Such practices may include: stormwater detention structures (including wet ponds); stormwater retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on-site; and sequential systems (which combine several practices). The Plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed pre-development levels.
      (2). Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel for the purpose of providing a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water(s)).
      (3). Installation and use of green infrastructure approaches and practices that mimic natural processes and direct stormwater where it can be infiltrated, evapotranspirated or re-used with significant utilization of soils and vegetation rather than traditional hardscape collection, conveyance and storage structures are encouraged to the maximum extent practicable. Green Infrastructure practices or approaches include permeable or porous paving, vegetated swales instead of curbs and gutters, green roofs, tree boxes, rain gardens, constructed wetlands, infiltration planters, vegetated median strips, protection and enhancement of riparian buffers and floodplains, and the overall reduction in site disturbance and impervious area. Design information on Green Infrastructure practices and other ways to manage stormwater can be found in the Georgia Stormwater Management Manual and the Coastal Stormwater Supplement. Additional information on Green Infrastructure can be found at the USEPA website.

   c. Other controls.
      (1). Waste disposal. Locate waste collection areas away from streets, gutters, watercourses and storm drains. Waste collection areas, such as dumpsters, are often best located near construction site entrances to minimize traffic on disturbed soils.The Plan should include secondary containment around liquid waste collection areas to further minimize the likelihood of contaminated discharges. Solid materials, including building materials, shall not be discharged to waters of the State, except as authorized by a Section 404 permit.
      (2). For building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site, provide cover (e.g. plastic sheeting, temporary roofs) to minimize the exposure of these products to precipitation and to stormwater, or a similarly effective means designed to minimize the discharge of pollutants from these areas. Minimization of exposure is not required in cases where exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk to stormwater contamination (such as final products and materials intended for outdoor use).
      (3). Off-site vehicle tracking of dirt, soils, and sediments and the generation of dust shall be minimized or eliminated to the maximum extent practical. The Plan shall include the best management practice to be implemented at the site or construction activity.
      (4). Nothing in this permit relieves a permittee from any obligations to comply with all applicable State and/or local regulations of waste disposal, sanitary sewer, septic and petroleum storage systems.
      (5). The Plan shall include best management practices for the remediation of all petroleum spills and leaks as appropriate.
      (6). The Plan shall include best management practices for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of vehicles. Washout of the drum at the construction site is prohibited. Additional information about best management practices for concrete washout is available at the USEPA website.
      (7). All permittees are required to minimize the discharge of pollutants from dewatering trenches and excavations. Discharges are prohibited unless managed by appropriate controls.

4. Inspections.

(30) a. Permittee requirements.

(1). Each day when any type of construction activity has taken place at a primary permittee's site, certified personnel provided by the primary permittee shall inspect: (a) all areas at the primary permittee's site where petroleum products are stored, used, or handled for spills and leaks from vehicles and equipment and (b) all locations at the primary permittee's site where vehicles enter or exit the site for evidence of off-site sediment tracking. These inspections must be conducted until a Notice of Termination is submitted.

(2). Measure and record rainfall within disturbed areas of the site that have not met final stabilization once every 24 hours except any non-working Saturday, non-working Sunday and non-working Federal holiday. The data collected for the purpose of compliance with this permit shall be representative of the monitored activity. Measurement of rainfall may be suspended if all areas of the site have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region.

(3). Certified personnel (provided by the primary permittee) shall inspect the following at least once every fourteen (14) calendar days and within 24 hours of the end of a storm that is 0.5 inches rainfall or greater (unless such storm ends after 5:00 PM on any Friday or on any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first): (a) disturbed areas of the primary permittee's construction site; (b) areas used by the primary permittee for storage of materials that are exposed to precipitation; and (c) structural control measures. Erosion and sediment control measures identified in the Plan applicable to the primary permittee's site shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s). For areas of a site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region, the permittee must comply with Part IV.D.4.a.(4). These inspections must be conducted until a Notice of Termination is submitted.

(4). Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e., until a Notice of Termination is submitted to EPD) the areas of the site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).

(5). Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.

(6). A report of each inspection that includes the name(s) of certified personnel making each inspection, the date(s) of each inspection, construction phase (i.e., initial, intermediate or final), major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan, and actions taken accordance with Part IV.D.4.a.(1). of the permit shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction site that has been phased has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall be readily available by the next business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. Where the report does not identify any incidents, the inspection report shall contain a statement that the best management practices are in compliance with the Erosion, Sedimentation and Pollution Control Plan. The report shall be signed in accordance with Part V.G.2. of this permit.

(31) 5. Maintenance. The Plan shall include a description of procedures to ensure the timely maintenance of vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

6. Sampling Requirements. This permit requires the monitoring of nephelometric turbidity in receiving water(s) or outfalls in accordance with this permit. The following procedures constitute EPD's guidelines for sampling turbidity.

a. Sampling Requirements shall include the following:
(1). A USGS topographic map, a topographic map or a drawing (referred to as a topographic map) that is a scale equal to or more detailed than a 1:24000 map showing the location of the infrastructure construction; (a) the location of all perennial and intermittent streams and other water bodies as shown on a USGS topographic map, and all other perennial and intermittent streams and other water bodies located during mandatory field verification, into which the stormwater is discharged and (b) the receiving water and/or outfall sampling locations for each representative stormwater outfall. When the permittee has chosen to use a USGS topographic map and the receiving water(s) is not shown on the USGS topographic map from where the stormwater(s) enters the receiving water(s) to the point where the receiving water(s) combines with the first blue line stream shown on the USGS topographic map;
(2). A written narrative of site specific analytical methods used to collect and analyze the samples including quality control/quality assurance procedures. This narrative must include precise sampling methodology for each sampling location;
(3). When the permittee has determined that some or all outfalls will be sampled, a rationale must be included on the Plan for the NTU limit(s) selected from Appendix B. This rationale must include the size of the construction site, the calculation of the size of the area that water drainage area, and the type of receiving water(s) (i.e., trout stream or supporting warm water fisheries); and
(4). Any additional information EPD determines necessary to be part of the Plan. EPD will provide written notice to the permittee of the information necessary and the time line for submittal.

b. Sample Type. All sampling shall be collected by "grab samples" and the analysis of these samples must be conducted in accordance with methodology and test procedures established by 40 CFR Part 136 (unless other test procedures have been approved), the guidance document titled "NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001" and guidance documents that may be prepared by the EPD.
(1). Sample containers should be labeled prior to collecting the samples.
(2). Samples should be well mixed before transferring to a secondary container.
(3). Large mouth, well cleaned and rinsed glass or plastic jars should be used for collecting samples. The jars should be cleaned thoroughly to avoid any contamination.
(4). Manual, automatic or rising stage sampling may be utilized. Samples required by this permit should be analyzed immediately, but in no case later than 48 hours after collection. However, samples from automatic samplers must be collected no later than the next business day after their accumulation, unless flow through automated analysis is utilized. If automatic sampling is utilized and the automatic sampler is not activated during the qualifying event, the permittee must utilize manual sampling or rising stage sampling during the next qualifying event. Dilution of samples is not required. Samples may be analyzed directly with a properly calibrated turbidimeter. Samples are not required to be cooled.
(5). Sampling and analysis of the receiving water(s) or outfalls beyond the minimum frequency stated in this permit must be reported to EPD as specified in Part IV.E.

c. Sampling Points.
(1). For construction activities the primary permittee must sample all perennial and intermittent streams and other water bodies shown on the USGS topographic map and all other field verified perennial and intermittent streams and other water bodies, or all outfalls into such streams and other water bodies, or a combination thereof. However, provided for in and in accordance with Part IV.D.6.c.(2). of this permit, primary permittees on an infrastructure construction project may sample the representative perennial and intermittent streams, other water bodies or outfalls, or a combination thereof. Samples taken for the purpose of compliance with this permit shall be representative of the monitored activity and representative of the water quality of the receiving water(s) and/or the stormwater outfalls using the following minimum guidelines:
   (a). The upstream sample for each receiving water(s) must be taken immediately upstream of the confluence of the first stormwater discharge from the permitted activity (i.e., the discharge farthest upstream at the site) but downstream of any other stormwater discharges not associated with the permitted activity. Where appropriate, several upstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the upstream turbidity value.
   (b). The downstream sample for each receiving water(s) must be taken downstream of the confluence of the last stormwater discharge from the permitted activity (i.e., the discharge farthest downstream at the site) but upstream of any other stormwater discharge not associated with the permitted activity. Where appropriate, several downstream samples from across the receiving water(s) may need to be taken and the arithmetic average of the turbidity of these samples used for the downstream turbidity value.
   (c). Ideally the samples should be taken from the horizontal and vertical center of the receiving water(s) or the stormwater outfall channel(s).
   (d). Care should be taken to avoid stirring the bottom sediments in the receiving water(s) or in the outfall stormwater channel.
   (e). The sampling container should be held so that the opening faces upstream.
   (f). The samples should be kept free from floating debris.
   (g). Permittees do not have to sample sheet flow that flows onto undisturbed natural areas or areas stabilized by the project. For purposes of this section, stabilized shall mean, for unpaved areas and areas not covered by permanent structures, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and a seeding of target crop perennials appropriate for the region). For infrastructure construction projects on land used for agricultural or silvicultural purposes, final stabilization may be accomplished by stabilizing the disturbed land for its agricultural or silvicultural use.
   (h). All sampling pursuant to this permit must be done in such a way (including generally accepted sampling methods, locations, timing, and frequency) as to accurately reflect whether stormwater runoff from the construction site is in compliance with the standard set forth in Parts III.D.3 or III.D.4., whichever is applicable.
(2). For infrastructure construction projects, the permittee is not required to sample a perennial or intermittent stream or other water bodies (or the associated outfall, if applicable) if the design professional preparing the Plan certifies that an increase in the turbidity of a specific identified receiving water to be sampled will be representative of the increase in the turbidity of a specific identified un sampled receiving water. A written justification and detailed analysis shall be prepared by the design professional justifying such proposed sampling. A summary chart of the justification and analysis for the representative sampling must be included on the Plan. The justification and analysis shall include the location and description of the specified sampled and un-sampled receiving water and shall contain a detailed comparison and discussion of each such receiving water in the following areas:
   (a). site land disturbances and characteristics;
   (b). receiving water watershed sizes and characteristics; and
   (c). site and watershed runoff characteristics utilizing the methods in Appendix A-1 (United States Department of Agriculture Soil Conservation Service's TR-55, Urban Hydrology for Small Watersheds) of the most recent version of the "Manual for Erosion and Sedimentation Control in Georgia" for the various precipitation events and any other such considerations necessary to show that the increase in the turbidity of a specific identified sampled receiving water will be representative of the increases in the turbidity of a specific identified un-sampled receiving waters.

(3). For infrastructure construction projects, when the permittee determines that some receiving water(s) will not be sampled due to representative sampling, the design professional making this determination and preparing the Plan must include and sign the following certification in the Plan:

(13) "I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for the monitoring of: (a) all perennial and intermittent streams and other water bodies shown on the USGS topographic map and all other field verified perennial and intermittent steams and other water bodies, or (b) where any such specific identified perennial or intermittent stream and other water body is not proposed to be sampled, I have determined in my professional judgment, utilizing the factors required in the General NPDES Permit No. GAR100002, that the increase in the turbidity of each specific identified sampled receiving water will be representative of the increase in the turbidity of a specific identified un-sampled receiving water."

Signature of Designer _____

(4). For infrastructure construction projects, if at any time during the life of the project a selected receiving water no longer represents another receiving water, then the permittee shall sample the latter receiving water until selection of an alternative representative receiving water.
(5). For infrastructure construction projects, if at any time during the life of the project a receiving water is determined not to be represented as certified in the Plan, the permittee shall sample that receiving water until a Notice of Termination is submitted or until the applicable phase is stabilized in accordance with this permit.
(6). For infrastructure construction projects, monitoring obligations shall cease for any phase of the project that has been stabilized in accordance with Part IV.D.6.c.(1).(g).

d. Sampling Frequency.
(1). The primary permittee must sample in accordance with the Plan at least once for each rainfall event described below. For a qualifying event, the permittee shall sample at the beginning of any stormwater discharge to a monitoring point and/or from a monitored outfall location within forty-five (45) minutes or as soon as possible.
(2). However, where manual and automatic sampling are impossible (as defined in this permit), or are beyond the permittee's control, the permittee shall take samples as soon as possible, but in no case more than twelve (12) hours after the beginning of the stormwater discharge.
(3). Samples by the permittee shall occur for the following qualifying events:
   (a). For each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a stormwater discharge that occurs during normal business hours as defined in this permit after all clearing and grubbing operations have been completed, but prior to completion of mass grading operations, in the drainage area of the location selected as the representative sampling location;
   (b). In addition to (a) above, for each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a stormwater discharge that occurs during normal business hours as defined in this permit either 90 days after the first sampling event or after all mass grading operations have been completed, but prior to submittal of a NOT, in the drainage area of the location selected as the representative sampling location, whichever comes first;
   (c). At the time of sampling performed pursuant to (a) and (b) above, if BMPs in any area of the site that discharges to a receiving water or from an outfall are not properly designed, installed and maintained, corrective action shall be defined and implemented within two (2) business days, and turbidity samples shall be taken from discharges from that area of the site for each subsequent rain event that reaches or exceeds 0.5 inch during normal business hours" until the selected turbidity standard is attained, or until post-storm event inspections determine that BMPs are properly designed, installed and maintained;
   (d). Where sampling pursuant to (a), (b) or (c) above is required but not possible (or not required because there was no discharge), the permittee, in accordance with Part IV.D.6.a.(6), must include a written justification in the inspection report of why sampling was not performed. Providing this justification does not relieve the permittee of any subsequent sampling obligations under (a), (b) or (c) above; and
   (e). Existing construction activities, i.e., those that are occurring on or before the effective date of this permit, that have met the sampling required by (a) above shall sample in accordance with (b). Those existing construction activities that have met the sampling required by (b) above shall not be required to conduct additional sampling other than as required by (c) above.
   *Note that the Permittee may choose to meet the requirements of (a) and (b) above by collecting turbidity samples from any rain event that reaches or exceeds 0.5 inch and allows for sampling at any time of the day or week.

7. Non-stormwater discharges. Except for flows from fire fighting activities, sources of non stormwater listed in Part III.A.2. of this permit that are combined with stormwater discharges associated with construction activity must be identified in the Plan. The Plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge.

E. Reporting.
1. The applicable permittees are required to submit the sampling results to the EPD by the fifteenth day of the month following the reporting period. Reporting periods are months during which samples are taken in accordance with this permit. Sampling results shall be in a clearly legible format. Upon written notification, EPD may require the applicable permittee to submit the sampling results on a more frequent basis. Sampling and analysis of any stormwater ischarge(s) or the receiving water(s) beyond the minimum frequency stated in this permit must be reported in a similar manner to the EPD. Sampling reports must be submitted to EPD using the electronic submittal service provided by EPD. Sampling reports must be submitted to EPD until such time as a NOT is submitted in accordance with Part VI.
2. All sampling reports shall include the following information:
   a. The rainfall amount, date, exact place and time of sampling or measurements;
   b. The name(s) of the certified personnel who performed the sampling and measurements;
   c. The date(s) analyses were performed;
   d. The time(s) analyses were initiated;
   e. The name(s) of the certified personnel who performed the analyses;
   f. References and written procedures, when available, for the analytical techniques or methods used;
   g. The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results;
   h. Results which exceed 1000 NTU shall be reported as "exceeds 1000 NTU;" and
   i. Certification statement that sampling was conducted as per the Plan.
3. All written correspondence required by this permit shall be submitted by return receipt certified mail (or similar service) to the appropriate District Office of the EPD according to the schedule in Appendix A of this permit. The permittee shall retain a copy of the proof of submittal at the construction site or the proof of submittal shall be readily available at a designated location from commencement of construction until such time as a NOT is submitted in accordance with Part VI.

F. Retention of Records
1. The primary permittee shall retain the following records at the construction site or the records shall be readily available at a designated alternate location from commencement of construction until such time as a NOT is submitted in accordance with Part VI:
   a. A copy of all Notices of Intent submitted to EPD;
   b. A copy of the Erosion, Sedimentation and Pollution Control Plan required by this permit;
   c. The design professional's report of the results of the inspection conducted in accordance with Part IV.A.5. of this permit;
   d. A copy of all sampling information, results, and reports required by this permit;
   e. A copy of all inspection reports generated in accordance with Part IV.D.4.a. of this permit;
   f. A copy of all violation summaries and violation summary reports generated in accordance with Part III.D.2. of this permit; and
   g. Daily rainfall information collected in accordance with Part IV.D.4.a.(2). of this permit.
2. Copies of all Notices of Intent, Notices of Termination, inspection reports, sampling reports (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), or other reports requested by the EPD, Erosion, Sedimentation and Pollution Control Plans, records of all data used to complete the Notice of Intent to be covered by this permit and all other records required by this permit shall be retained by the permittee who either produced or used it for a period of at least three years from the date that the NOT is submitted in accordance with Part VI of this permit. These records must be maintained at the permittee's primary place of business or at a designated alternative location once the construction activity has ceased at the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.

(14) The design professional who prepared the es&pc plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation.

"I certify under penalty of law that this plan was prepared after a site visit to the locations described herein by myself or my authorized agent, under my direct supervision."

_____ Signature of Designer

(12) "I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of Best Management Practices required by the Georgia Water Quality Control Act and the document "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, provides for the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of Best Management Practices and sampling methods is expected to meet the requirements contained in the General NPDES Permit No. GAR 100002."

Signature of Designer _____

Estimated Curve Number CN:	
Pre–developed:	62
Post–developed	67

Amendments/revisions to the ES&PC plans which have significant effect on BMPs with a hydraulic component must be certified by the design professional.

Erosion control measures to remain in place the entire length of the project.

Waste material shall not be discharged to waters of the state except as authorized by a section 404 permit

The application portion of the ES&PC plan is to be provided to each secondary permittee conducting any construction activity and that each secondary shall sign the plan or portion of the plan applicable to their site. (see cover sheet)

The ES&PC plan is in compliance with the waste disposal, sanitary sewer, or septic tank regulations during and after construction activities have been completed.

The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities.

Erosion control measures will be maintained at all times. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.

Any disturbed areas left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding and anionic polyacrylamide.
All erosion control measures shall be completely removed upon final stabilization.

(15) **"Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."**

Waste materials shall not be charged to waters of state except as authorized by a section 404 permit.

There are is state waters located on or within 200 ft. of the project site.
There are wetlands within 200' of the project site. There are no wetland impacts from the project

(16) **There are stream buffers impacts on the project. Minor earth fill is expected to be placed across the top and adjacent to the exterior wingwalls. No work is expected within the stream banks or the waterway. Application BV-044-24-09 Fairington Road Sidewalk project over the box culvert of an unnamed tributary to Pole Bridge Creek is an exempt Buffer Variance request in accordance with "Roadway Drainage Structure Exemption from Stream Buffer Variance Requirements Guidance". Per GAEPD.**

(27) OTHER CONTROLS:
1. FOR BUILDING MATERIALS; BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE, PROVIDE COVER (E.G. PLASTIC SHEETING, TEMPORARY ROOFS) TO MINIMIZE THE EXPOSURE OF THESE PRODUCTS TO PRECIPITATION AND TO STORMWATER, OR A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THESE AREAS. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE EXPOSURE TO PRECIPITATION AND TO STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK TO STORMWATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE).

NOTE
SEE SHEET C707
FOR SOILS
INFORMATION

24 HOUR CONTACT
CT:HARI KARIKARAN
: (770) 224-0200

IMPAIRED STREAM SEGMENT NOTE:
STORMWATER FROM THIS SITE ULTIMATELY DOES NOT DISCHARGE INTO AN IMPAIRED STREAM. THIS PROJECT SITE IS NOT LOCATED WITHIN THE ONE LINEAR MILE OF AN IMPAIRED STREAM.

AMENDMENTS/REVISIONS TO THE ES&PC PLANS WHICH HAVE SIGNIFICANT EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

EXISTING USE NARRATIVE:
The existing site is a two lane asphalt road with moderate tree area on the south side of road and a pasture to the north.

PROPOSED USE NARRATIVE:
The proposed site involves constructing a new sidewalk parallel to the road and two bus stop pads. construction activities include the addition of a roadway shoulder and sidewalk as well as erosion control.

TOTAL SITE AREA : ±3.12 ac
TOTAL DISTURBED AREA : 1.57 ac

WASTE MATERIALS

ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ON SITE.

ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE DUMPSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

SEE PRODUCT SPECIFIC PRACTICES AND SPILL CLEANUP AND CONTROL PRACTICES NOTES AS FOLLOWING

Painting or Related Products – Containers and brushes such as brake, lubricating, and other oils will be separated and collected for recycling. Containers of paint, thinner, solvent, and other liquid materials will be disposed of as hazardous maintenance of such equipment. Equipment maintenance areas will be located away from storm drains, streams, and other water bodies. Used oil, antifreeze, and other fluids will be collected and taken to a recycling center. Spent rags, oily cleaning materials, and hydraulic hoses will be disposed of as hazardous waste. Drainage of oils, fuels, and coolants is prohibited. Proper disposal methods will include collection in a suitable container and disposal through a licensed waste hauler.

Drywall and Gypsum Products – All excess will be stored in tightly sealed storage containers when not in use. Excess product will not be discharged to the storm water collection system. Excess product materials will be disposed of in accordance with manufacturer's instructions and all applicable federal, state, and local specifications and ordinances.

Concrete Truck Washing – NO concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash water on site.

Portland Cement – Those activities will be applied at rates that do not exceed the manufacturer's specifications or above the guidelines set forth in the crop establishment or in the USDA/SCS Manual for Erosion and Sediment Control in Georgia. Any drainage of these materials will be directed to a sediment containment.

Soil Cleanup and Control Practices

- Leaks, leaks and mechanical equipment are inspected frequently for spill cleanup will be clearly posted and personnel will be made aware of the procedures.
- Material and equipment necessary for spill cleanup will be kept in the material storage area.
- Spill kits will be located in material storage area, on all vehicles, and in all fueling areas. Kits will contain gloves, goggles, kitty litter, sand, sawdust and plastic or metal trash cans with lids.
- Spill prevention practices and procedures will be reviewed after a spill and adjusted as necessary.
- SPILL CONTROL PRACTICES
- In addition to the minimum practices listed above, the spill will be reported as required by Federal, State, and local laws.
- FOR SPILLS THAT IMPACT SURFACE OR GROUNDWATER, USE ON SURFACE SOILS, OR ARE IN QUANTITIES GREATER THAN OR EQUAL TO THE REPORTABLE QUANTITY (RQ), CALL 1-800 – 424-8802.
- FOR SPILLS THAT DO NOT IMPACT SURFACE WATER, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1 – 800 – 424 – 8802.
- FOR SPILLS THAT IMPACT SURFACE WATER, THE NATIONAL RESPONSE CENTER IMPACTED OCCUR, THE REPORT IS AT WILL BE CONTACTED WITHIN 24 HOURS.
- FOR SPILLS THAT IMPACT SURFACE WATER, THE GEORGIA EPD 24-HOUR EMERGENCY RESPONSE (800) 241-4113 SHALL BE CONTACTED AS SOON AS POSSIBLE, BUT NO LATER THAN 24 HOURS OF THE SPILL. WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.

The contractor shall notify the licensed professional who prepared the Plan if more than 1320 gallons of petroleum products are stored on site at any time. Secondary containment facilities shall have a capacity greater than 660 gallons. The contractor will make a Spill Prevention Containment and Control reference to Plan prepared by the licensed professional.

NOTE
Concrete truck washout location shall be in a temporary truck wash area located at the site entrance. Washout shall be contained within a pit or trench with no material leaving the site or impacting vegetated or non-disturbed areas.
Disposal of material shall include the breaking of material into small amounts for trash disposal or removal from site to an appropriate landfill.
"Paint and/or other chemicals shall be stored in secured facilities with restricted access to employees only. Cleanup and disposal of this material shall be in accordance with all recognized local and federal requirements. All disposal shall be to approved off-site waste facilities classified to accept that material."
"All petroleum products shall be stored and used in an area that provides a secondary containment feature, and shall be located in an area with the least foreseeable impact if a catastrophic event should occur. Emergency contact numbers and procedures for spills shall be available on-site."

WASHOUT OF THE CONCRETE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED.

(25)

"I certify under penalty of law that this plan was prepared after a site visit to the locations described herein by myself or my authorized agent, under my direct supervision."

_____ Signature of Designer

(12) "I certify that the permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of Best Management Practices required by the Georgia Water Quality Control Act and the document "Manual for Er

GEORGIA
UNIFORM CODING SYSTEM
FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES
GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	*CHECKDAM*			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION			Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT		 (LAND)	A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Di	*DIVERSION*			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.
Fr	FILTER RING			A temporary stone barrier constructed at storm drain inlets and pond outlets.
Sd1	SEDIMENT BARRIER		 (ONDICATE	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
Sd2	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Sd3	TEMPORARY SEDIMENT BASIN		 (LAND)	A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sd4	TEMPORARY SEDIMENT TRAP			A small temporary pond that drains a disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
St	STORMDRAIN OUTLET PROTECTION			A paved section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Tp	TOPSOILING	 (TAKEN STARING AND STORAGE AREAS)		The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION		 (INDICATE TREE	To protect desirable trees from injury during construction activity.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)		Ds2	Establishing a temporary vegetative cover with fast growing seedings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)		Ds3	Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SODDING)		Ds4	A permanent vegetative cover using sods on highly erodable or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.
Ss	SLOPE STABILIZATION		Ss	A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKIFIERS AND BINDERS		Tac	Substance used to anchor straw or hay mulch by causing the organic material to bind together.

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Table 6-5.2- Permanent Cover Crops
PLANT, PLANTING RATE, AND PLANTING DATE FOR PERMANENT COVER.*

Species	Broadcast Rates	Pounds* per Acre*	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate acceptable but marginal dates) J F M A M J J A S O N D	Remarks
	Pure Live Seed (PLS)/ Rate Per Acre* Per 1000 sqft			
BAHIA, ARGENTINE *Paspalum notatum*				
alone or with temporary cover	60 lbs	1.4 lbs	P	166,000 seed per pound. Low growing. Sod forming. Slow to establish. Plant with a companion crop. Will withstand close mowing. Tolerates acid soils. Mix with Sericea lespedeza or weeping lovegrass.
with other perennials	30 lbs	0.7 lb.	C	
BAHIA, WILMINGTON *Paspalum notatum*				
alone or with temporary cover	60 lbs	1.4 lbs	M-L	Same as above.
with other perennials	30 lbs	0.7 lb	P	
BERMUDA, COMMON *Cynodon dactylon*				
Hulled seed			P	
alone	10 lbs	0.2 lb	C	1,787,000 seed per pound. Quick cover. Low growing and sod forming. Full sun. Tolerates saline soils.
with other perennials	5 lbs	0.1 lb	C	
BERMUDA, COMMON *Cynodon dactylon*				
Unhulled seed			P	
with temporary cover	10 lbs	0.2 lb	P	Plant with winter annuals.
with other perennials	5 lbs	0.1 lb	C	Plant with Tall Fescue.

Table 6-5.2- Permanent Cover Crops
PLANT, PLANTING RATE, AND PLANTING DATE FOR PERMANENT COVER.*

Species	Broadcast Rates	Pounds* per Acre*	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate acceptable but marginal dates) J F M A M J J A S O N D	Remarks
	Pure Live Seed (PLS)/ Rate Per Acre* Per 1000 sqft			
BERMUDA SPROG *Cynodon dactylon*				
Coastal, Common, Midland, or 1/8 ink	40 to 9 or and plugs 3' x3'	0.9 to 0	P C	A cubic foot contains approximately 600 sprigs. A bushel contains 1.25 cubic feet or approximately 900 sprigs.
Coastal, Common, of TB 48			P C	Same as above.
TB 78			C	Southern Coastal Plain only.
CENTIPEDE *Eremochloa ophiuroides*				
	Block sod only		P C	Drought tolerant. Full sun or partial shade. Effective adjacent to concrete and in non-maintained flow areas. Irrigation is needed for establishment. Tolerates acid soils and moderate. Winterhardy as far as north Athens and Atlanta.
DROMAYEDCH *Coronilla varia*				
			M-L C	100,000 seed per pound. Dense growth. Drought tolerant and fire resistant. Attractive lose, pink and white blossoms spring to late fall. Can be invasive. Plant in fall or early. Mix with 40 pts. Kobuta sea with 20 lb Inoculant. Use from North Atlanta and Northward.
with winter annuals or cool season grasses	15 lbs	0.3 lb	M-L P	

Table 6-5.2- Permanent Cover Crops
PLANT, PLANTING RATE, AND PLANTING DATE FOR PERMANENT COVER.*

Species	Broadcast Rates	Pounds* per Acre*	Planting Dates by Resource Area	Remarks
FESCUE, TALL *Festuca arundinacea*				
alone	50 lbs	1.1 lb	M-L P	227,000 seed per pound. Use alone only on better sites. Mix with perennial lespedezas for wildlife food and cover. Mix with Tall fescue for following fall plantings. Not for heavy use areas or athletic fields.
with other perennials	30 lbs	0.7 lb		
KUDZU *Pueraria thunbergiana*				
Plants or crowns	3' - 7' apart	ALL		Rapid and vigorous growth. Excellent in gully erosion control. Will climb. Good livestock forage.
LESPEDEZA-BUSHCLA *Lespedeza cuneata*				
scarified	60 lbs	1.4 lb	M-L P C	350,000 seed per pound. Widely adapted but not for poorly drained soils. Tolerates dry loes. Common bermuda, bahia, or tall fescue. Takes 2 to 3 years to become fully established. Inoculate with Kobuta. Hotter. Sow seed with 53, inoculant.
unscarified	75 lbs	1.7 lb	M-L P C	Mix with Tall fescue or winter annuals.
				Cut when seed mixture is mature, but fair- flow, it shatters. Add Tall fescue or winter annuals.
seeds Sowing hay	3 tons	1338 lbs	M-L P C	

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DEFINITION

Controlling surface and air movement of dust on construction sites, roads, and demolition sites.

CONDITIONS

This practice is applicable to areas subject to surface and air movement of dust where on- and off-site damage may occur without treatment.

METHOD AND MATERIALS

A. TEMPORARY METHODS

Mulches, See standard Ds1 - Disturbed Area Stabilization (Mch. Mulching Only), Synthetic resins may be used instead of asphalt to bind mulch materials. Refer to standard Ts Tackifiers and Binders. Resins such as Curasol or Terramack should be used according to manufacturer's recommendations.

Vegetative Cover, See standard Ds1 - Disturbed Area Stabilization (With Temporary Seeding),

Spray on Adhesives. These are used on minimal soils (not effective on muck soils). Keep traffic off these areas. Refer to standard Ts Tackifiers and Binders.

Tillage, This practice is designed to roughen and bring clods to the surface. It is an emergency measure which should be used before wind erosion starts. Begin plowing on windward side of site. Chisel type plows spaced about 12 inches apart, spring toothed harrows, and similar plows are examples of equipment which may produce the desired effect.

Irrigation, This is generally done as an emergency treatment. Site is sprinkled with water until the surface is wet. Repeat as needed.

Barriers, Solid board fences, snow fences, burlap fences, straw walls, bales of hay and similar material can be used to control movement of dust. Normally these are constructed perpendicular to the prevailing wind and at intervals of about 10 times their height are effective in controlling wind erosion.

Calcium Chloride, Apply at rate that will keep surface moist. May need retreatment.

B. PERMANENT METHODS

Permanent Vegetation, See standard Ds3 - Disturbed Area Stabilization (With Permanent Vegetation), Grading trees and large shrubs may offer valuable protection in areas.

Topsoiling, This is strictly covering the surface with less erosive soil material, See standard Tp - Topsoiling.

Stone, Cover surface with crushed stone or coarse gravel. See standard Di -Construction Road Stabilization.

Du DUST CONTROL ON DISTURBED AREAS

Disturbed Area Stabilization (With Mulching Only) Ds1



DEFINITION

Applying plant residues or other suitable materials, produced on the site if possible, to the soil surface.

PURPOSE

- To reduce runoff and erosion
- To conserve moisture
- To prevent surface compaction or crusting
- To control undesirable vegetation
- To modify soil temperature
- To increase biological activity in the soil

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch may be used alone as an erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, anchored and have a continuous 90% cover or greater of the soil surface.

Maintenance shall be required to maintain appropriate depth and 90% cover. Temporary grassing shall be required to be re-seeded, even if the area will remain undisturbed for less than six months.

If any area will remain undisturbed for greater than six months, permanent vegetative techniques shall be employed. Refer to **Ds2 -Disturbed Area Stabilization (With Temporary Seeding), Ds3 - Disturbed Area Stabilization (With Permanent Seeding), and Ds4 - Disturbed Area Stabilization (With Sodding).**

SPECIFICATIONS

Mulching Material

This standard applies to graded or cleared areas where seedings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation

1. Grade to permit the use of equipment for applying and anchoring mulch.
2. Install needed erosion control measures as required such as dikes, diversions, berms, terraces and sediment barriers.
3. Loosen compact soil to a minimum depth of 3 inches.

Mulching Materials

Select one of the following materials and apply at the depth indicated.

1. Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. The disadvantage of this material is easy application.
2. Wood wastes (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
3. Polyethylene film shall be secured over the area by weighting with sandbags or by epoxy protection. This material can be salvaged and re-used.

Applying Mulch

When mulch is used without seeding, mulch shall be applied to provide full coverage of the exposed area.

1. Dry straw or hay mulch and wood chips shall be applied uniformly by hand or by mechanical equipment.
2. If the area will eventually be covered with perennial vegetation, 20-30 pounds of nitrogen per acre in addition to the normal fertilizer should be applied to offset the loss of nitrogen caused by the decomposition of the organic mulches.
3. Apply polyethylene film on exposed areas.

Anchoring Mulch

1. Straw or hay mulch can be pressed into the soil to a depth of 2 inches by a set straight or with a special "packer disk." Disks may be smooth or serrated and should be 24 to 32 inches in diameter and 8 to 12 inches apart. The edges of the disk should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an erect position. Sheep's foot rollers may be used where immediately after application.

   Straw or hay mulch spread with special blower-type equipment may be anchored. Tackifiers, binders and hydraulic mulch with tackifier specifically designed for tacking straw can be substituted for emulsified asphalt. Refer to standard Ts **Tackifiers**. Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to manufacturer's specifications.
2. Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall be no larger than the average size of the wood waste chips.
3. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.

TACKIFIERS Tac



DEFINITION

Tackifiers may be used as a tie-down for soil, mulch, loose straw, hay or mulch. Tackifiers hydrate in water and readily blend with other slurry materials to form a homogenous slurry.

PURPOSE

To reduce soil erosion from wind and water on construction sites. Other benefits include soil infiltration, soil fertility, enhanced seed germination, increased soil cohesion, enhanced soil moisture retention, improved overall soil tackability and reduction in loss of topsoil.

CONDITIONS

This practice is intended for direct soil surface application to sites where the timely establishment of vegetation may not be feasible or where vegetation cover is absent or inadequate. Such sites are characterized by areas where plant residues are inadequate to protect the soil surface and where land disturbing activities prevent the establishment or maintenance of a vegetative cover.

CRITERIA

Type I Tackifiers: Synthetic Polymers Tac-1

- Application rates shall conform to manufacturer's guidelines for application.
- Only anionic forms of PAM shall be used. Anionic PAMs shall be no more than 0.05% anionizable monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency.
- Not harmful to plants, animals and aquatic life.
- Contain no growth or germination inhibiting materials.
- Shall not reduce infiltration rates.

Type II Tackifiers: Organic Polymers Tac-2

- Guar gum, polyacrylamides, and starches.
- Application rates shall conform to manufacturer's guidelines for application.
- Derived from natural plant sources.
- Not harmful to plants, animals and aquatic life.
- Contain no growth or germination inhibiting materials.
- Shall not reduce infiltration rates.

Type III Tackifiers: Synthetic/Organic Blends Tac-3

- Application rates shall conform to manufacturer's guidelines for application.
- Only anionic forms of PAM shall be used. Anionic PAMs shall be no more than 0.05% anionizable monomer by weight.
- Organic material must be derived from natural plant sources.
- Not harmful to plants, animals and aquatic life.
- Contain no growth or germination inhibiting materials.
- Shall not reduce infiltration rates.

DEFINITION

The planting of perennial vegetation such as trees, shrubs, vines, grasses, or legumes on areas subject to erosion and where a permanent, protective vegetative vegetation shall be used to ensure final stabilization.

CONDITIONS

Permanent perennial vegetation is used to provide a protective cover for exposed areas not taking into, fills, dams, and other disturbed areas.

SPECIFICATIONS

Grading and Shaping

Grading and shaping may not be required where hydraulic seeding and mulching equipment is to be used. Normal banks shall be sloped to enable plant establishment.

When conventional seeding and fertilizing are to be done, grade and shape where feasible and practical, so that equipment can be used easily and efficiently during seedbed preparation, seeding, mulching and maintenance of the vegetation.

Irregularities of water that will cause excessive soil erosion shall be diverted to a safe outlet. Dress sides and other treatment practices shall conform with the appropriate standards and specifications.

Seedbed Preparation

Seedbed preparation may not be required where hydraulic seeding and mulching equipment is to be used. When conventional seeding is to be used, seedbed preparation will be done as follows:

Broadcast plantings

1. Tillage at a minimum, shall adequately loosen the soil to a depth of 4 to 6 inches, eliminate compaction, incorporate lime and fertilizer, smooth and firm the soil, allow for the proper placement of seed, sprigs, or plants, and allow for the scarifying of straw or hay mulch if a disk is to be used.
2. Tillage may be done with any available equipment.
3. Tillage should be done as the contour where feasible.
4. On slopes too steep for the safe operation of tillage equipment, the soil surface shall be pitted or trenched across the slope with appropriate hand tools to provide few places 6 to 8 inches apart in which seed may lodge and germinate. Hydraulic seeding may also be used.

Individual Plants

1. Where individual plants are to be set, the soil shall be prepared by excavating holes, opening furrows, or dibble planting.
2. The nursery stock plants, holes shall be large enough to accommodate roots without crowding.
3. Where individual plantings are to be planted, subsoil under the row at inches deep at the interval that is as expedient prior to planting. Subsoiling should be done when the soil is dry, preferably in August or September.

Planting

Hydraulic Seeding

Mix the seed (inoculated if needed), fertilizer, and wood cellulose or wood pulp fiber inside with water and apply in a slurry uniformly over the area to be treated. Apply within one hour after the mixture is made.

Conventional Seeding

Seeding will be done on a freshly prepared and firmed seedbed. For broadcast planting, use a cultipacker seeder, drill, rotary seeder, other mechanical seeder, or hydroseeder. Seed may be planted in furrows made by the last tillage tool. Cover the seed lightly with 1/4 to 1/2 inch of soil for small seed and 1/2 to 1 inch for large seed when using a cultipacker or other suitable equipment.

No-Till Seeding

No-till seeding is a permissible into annual cover crops when planting is done following mortality of the cover crop or if the temporary cover stand is approximately enough to allow adequate growth of the permanent (perennial) species. No-till seeding shall be done with appropriate no-till seeding equipment. The seed must be uniformly distributed and planted at the proper depth.

Individual Plants

Shrubs, vines and ornamental trees shall be planted with appropriate planters or hand tools. Root trees shall be planted vertically in the subsoil furrow. Each plant shall be set in a manner that will avoid crowding the roots. Nursery stock plants shall be planted at the same depth or slightly deeper than they grew at the nursery. Where container grown plants are set, the plant shall be removed from the container. Where individual holes are dug, fertilizer shall be placed in the bottom of the hole, two inches of soil shall be added and the plant shall be set in the hole.

Mulching

Mulch is required for all permanent vegetation applications. Mulch applied to permanent seedings may be applied without netting or tacking if the following rates are applied on level ground:

1. Dry straw or dry hay of good quality and free of weed seeds can be used. Dry straw shall be applied at the rate of 1 tons per acre. Dry hay shall be applied at a rate of 1 1/2 tons per acre.
2. Wood cellulose mulch or wood pulp fiber shall be used with hydraulic seeding. It shall be applied at the rate of 500 pounds per acre. Drystraw or dry hay mulch shall be applied at the rate of 1 1/2 tons per acre.
3. Use thickened pulverized wood cellulose or wood pulp fiber, which includes a tackifier, shall be used with hydraulic seeding as slopes 4+1 or steeper.
4. Serious soil erosion problems may occur if mulch is not applied at a rate of three tons per acre.
5. Asphalt emulsion tack shall be applied at a thickness of .9 inches for bedding purposes. Other available materials in sufficient quantity may be used where amendments or other ground covers are planned. This is not appropriate for hydroseeding.
6. Where using temporary erosion control blankets or think sod, mulch is not required.
7. Spray-on heavy treated mining may be applied as planted areas on slopes, in ditches or dry waterways to prevent erosion. Bituminous treated mining shall be applied at the rate of 1 gallon per square yard. Apply in accordance with manufacturer's instructions. Contact Georgia Department of Transportation specifications.

Weed cellulose and wood pulp fibers shall not contain germination or growth inhibiting factors. They shall be evenly dispersed when agitated in water. The fibers shall contain a dye to allow visual metering and aid in uniform application during seeding.

Applying Mulch

Straw or hay mulch will be spread uniformly within 24 hours after seeding and/or planting. The mulch may be spread by blower-type spreading equipment, other spreading equipment or by hand. Mulch shall be applied to cover 35% of the soil surface.

Weed cellulose or wood fiber mulch shall be applied uniformly with hydraulic seeding equipment.

Anchoring Mulch

Anchor straw or hay mulch immediately after applications by one of the following methods:

1. Emulsified asphalt can be (a) sprayed uniformly onto the mulch as it is ejected from the blower machine or (b) sprayed on the mulch immediately following mulch application when straw or hay is spread by methods other than special blower equipment.

The combination of asphalt emulsion and water shall consist of a homogeneous mixture satisfactory for spraying. The mixture shall consist of 100 gallons of grade SS-1h or CSS-1h emulsified asphalt and 100 gallons of water per ton of straw.

Care shall be taken at all times to protect state waters, the public, adjacent property, pavements, curbs, sidewalks, and all other structures from asphalt discoloration.

2. Hay and straw mulch shall be pressed into the soil immediately after the mulch is spread. A special "packer disk" or disk harrow with the disks set straight may be used. The disks may be smooth or serrated and should be 24 inches or more in diameter and 4 to 12 inches apart. The edges of the disks should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an erect position. Sheep's foot rollers may be used where immediately after application.

   Straw or hay mulch spread with special blower-type equipment may be anchored. Tackifiers, binders and hydraulic mulch with tackifier specifically designed for tacking straw can be substituted for emulsified asphalt. Refer to standard Ts **Tackifiers**. Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to manufacturer's specifications.
3. Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall be no larger than the average size of the wood waste chips.
4. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

DEFINITION

The establishment of temporary vegetative cover with fast growing seedings for seasonal protection on disturbed or graded areas.

CONDITIONS

Temporary grassing, instead of mulch, can be applied to rough graded areas that will be exposed for less than six months. Temporary vegetative measures may be used to accomplish immediate stabilization and to provide economic and effective stabilization. Most types of temporary vegetation are best to use as companion crops until the permanent vegetation is established.

SEEDING RATES FOR TEMPORARY SEEDING

SPECIES	RATE Per 1,000 sq.ft.	RATE Per Acre*	PLANTING DATES**
Rye	0.9 pounds	3 lbs.	9/1-3/1
Ryegrass	0.9 pound	40 lbs.	8/15-4/1
Annual Lespedeza	0.9 pound	40 lbs.	1/15-3/15
Weeping Lovegrass	0.1 pound	4 lbs.	3/15-6/15
Sudangrass	1.4 pounds	60 lbs.	3/1-6/1
Browntop Millet	0.9 pound	40 lbs.	4/1-7/1
Wheat	4.1 pounds	9 lbs.	9/15-3/1

* Unusual site-specific conditions may require heavier seeding rates.
** Seeding dates may need to be shortened to fit in sequences or varieties and conditions.

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

SPECIFICATIONS

Grading and Shaping

Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as closed drains, ditches, dikes, diversions, sediment barriers and others.

No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used.

Seedbed Preparation

When a hydraulic seeder is used, seedbed preparation is not required. When a conventional seeder is to be used for seeding, seedbed preparation is not required if the soil material is loose and not eroded by rainfall.

When soil has been eroded by rainfall or crevasses of smooth out slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.

Lime and Fertilizer

Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate of one ton per acre. Divided areas require lime applications. Refer to section VII of these specifications. Fertilizer is required for seedings. Before soil tests are taken, fertilize when required, for soils with very low fertility, 500 to 600 pounds of 10-10-10 fertilizer of the equivalent per acre (12-14 lbs./1,000 sq. ft.) shall be applied. Fertilizer should be applied before last preparation and incorporated with a disk, ripper or chisel.

Seeding

Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, cultipacker seeder or hydroseeder (slurry includes seed and fertilizer). Rice hulls or cultipacker seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand.

Mulching

Temporary vegetation can, in most cases, be established without the use of mulches. Mulched seedings should be considered for short term protection. Refer to Ds1 - Disturbed Area Stabilization (With Mulching Only).

Irrigation

During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

Table 6-5.1- Fertilizer Requirements

TYPE OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First	6-12-12	1500 lbs./ac.	50-100 lbs./ac. 1/2/
	Second	6-12-12	1000 lbs./ac.	3/
	Maintenance	10-10-10	400 lbs./ac.	30
2. Cool season grasses and legumes	First	6-12-12	1500 lbs./ac.	0-50 lbs./ac. 1/
	Second	10-10-10	1000 lbs./ac.	
	Maintenance	0-10-10	400 lbs./ac.	—
3. Ground covers	First	10-10-10	1500 lbs./ac. 3/	—
	Second	10-10-10	1000 lbs./ac. 3/	—
	Maintenance	10-10-10	1100 lbs./ac.	—
4. Pine seedings	First	20-10-5	one 21-gram pellet per seedling placed in the closing hole	—
5. Shrub Lespedeza	First	0-10-10	700 lbs./ac.	—
	Maintenance	0-10-10	700 lbs./ac. 4/	
6. Temporary cover crops seeded alone	First	10-10-10	500 lbs./ac.	30 lbs./ac. 5/
7. Warm season grasses	First	6-12-12	1500 lbs./ac.	50-100 lbs./ac. 2/6/
	Second	6-12-12	800 lbs./ac.	50-100 lbs./ac. 2/
	Maintenance	10-10-10	400 lbs./ac.	30 lbs./ac.
alone	First	6-12-12	1000 lbs./ac.	50 lbs./ac./6/
8. Warm season grasses and legumes	Second	0-10-10	1000 lbs./ac.	
	Maintenance	0-10-10	400 lbs./ac.	

1/ Apply in spring following seeding.
2/ Apply in spring following seeding when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

Table 6-5.2- Permanent Cover Crops
PLANT, PLANTING RATE, AND PLANTING DATE FOR PERMANENT COVER.*

Species	Broadcast Rates	Pounds* per Acre*	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate acceptable but marginal dates) J F M A M J J A S O N D	Remarks
	Pure Live Seed (PLS)/ Rate Per Acre* Per 1000 sqft			
BAHIACENE *Paspalum Saintiohnson*				
			P C	For very wet sites. May clog channels. Dig sprigs from local sources. Use strong river banks and shorelines.
BERMUDA, ATLANTIC COASTAL *Cynodon dactylon var. dactylon*				
			M-L P C	Grows well on coastal sand dunes, borrow areas, and roadsides. Provides better cover for wildlife. Mix with Sericea lespedeza except on sand dunes.
REED CANARY GRASS *Phalaris arundinacea*				
alone	50 lbs	1.1 lb	M-L P	Grows similar to Tall fescue
with other perennials	30 lbs	0.7 lb	C	
SUNFLOWER, AZTEC *Helianthus* (Helianthus maximiliani)				
	10 lbs	0.2 lb	M-L P C	227,000 seed per pound. Mix with Weeping lovegrass or other low-growing grasses or legumes.

1 Reduce seeding rates by 50% when drilled.
2 Use Kobuta hairy vetch at 20 lbs. per acre. Refer to Section VII, of these specifications.
3 M-L represents a Mountain, Blue Ridge, and Ridges and Valleys MLRAs
P represents the Southern Piedmont MLRA
C represents the Southern Coastal Plain Sand Hills,Black Lands,and Atlantic Coast Flatwoods MLRAs. See Figure 6-4.1

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE: TBD

MONTHS	1	2	3	4	5	6
INSTALL EROSION CONTROL & INSTALL SEDIMENT STORAGE						
CLEARING AND GRUBBING						
GRADING AND PAVING						
MULCHING AND GRASSING OF DISTURBED AREAS						
MAINTENANCE OF EROSION CONTROL MEASURES						
REMOVE TEMPORARY EROSION CONTROL STRUCTURES						
PERMANENT STABILIZATION						

NOTES:

1. THE ABOVE SCHEDULE IS FOR REFERENCE ONLY, IT IS NOT A CONTRACT SCHEDULE. THE CONTRACTOR MAY ALTER THIS SCHEDULE AS LONG AS EROSION CONTROL IS MAINTAINED AT ALL TIMES UNTIL PERMANENT VEGETATION IS ESTABLISHED.

2. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

3. TEMPORARY SEEDING OR MULCHING REQUIRED ON ALL EXPOSED AREAS WITHIN 7 DAYS OF DISTURBANCE.

Stantec

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229 PEACHTREE ST NE # 1900
ATLANTA, GA 30303
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Consultant

DEVELOPER / CLIENT: CITY OF STONECREST

CONTACT: HARI KARIKARAN

24 HOUR CONTACT:HARI KARIKARAN
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EMAIL: HKARIKARAN@STONECRESTGA.GOV

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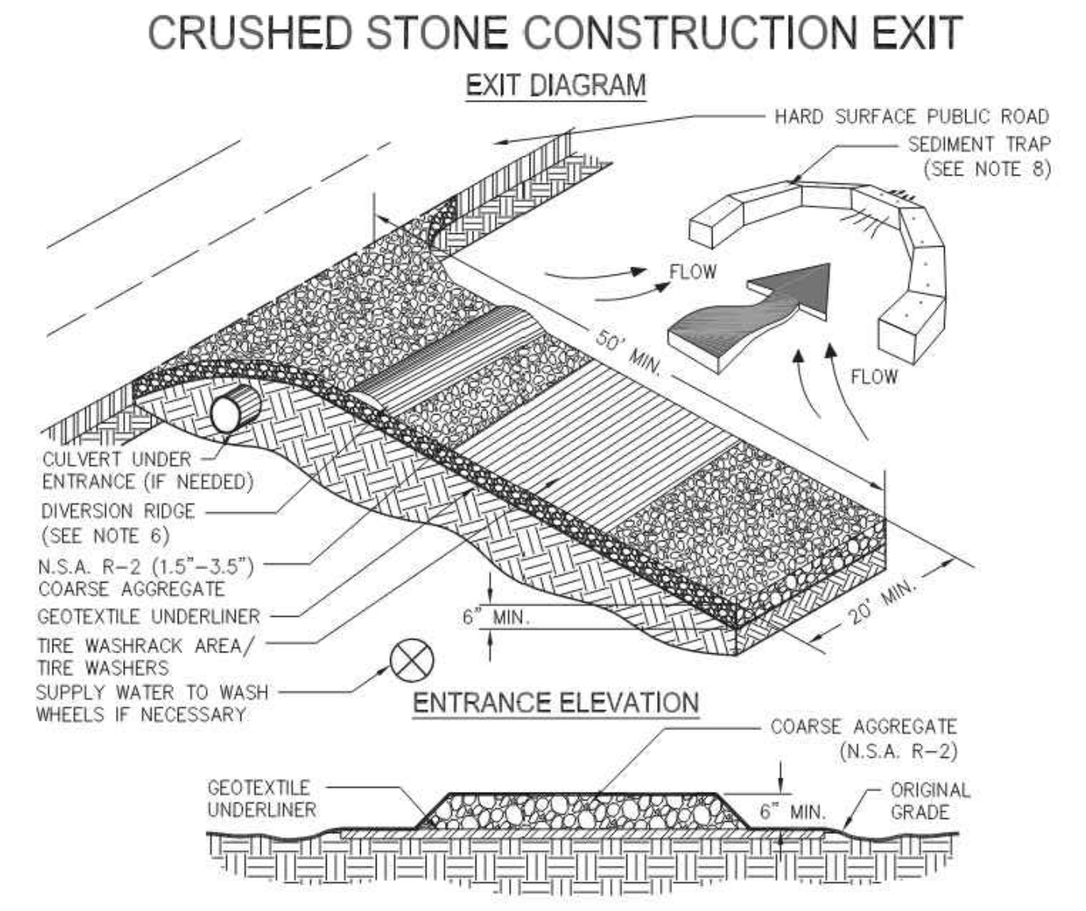
Revision	By	Appd	YYYY.MM.DD

MAINTENANCE
The exit shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

CRUSHED STONE CONSTRUCTION EXIT



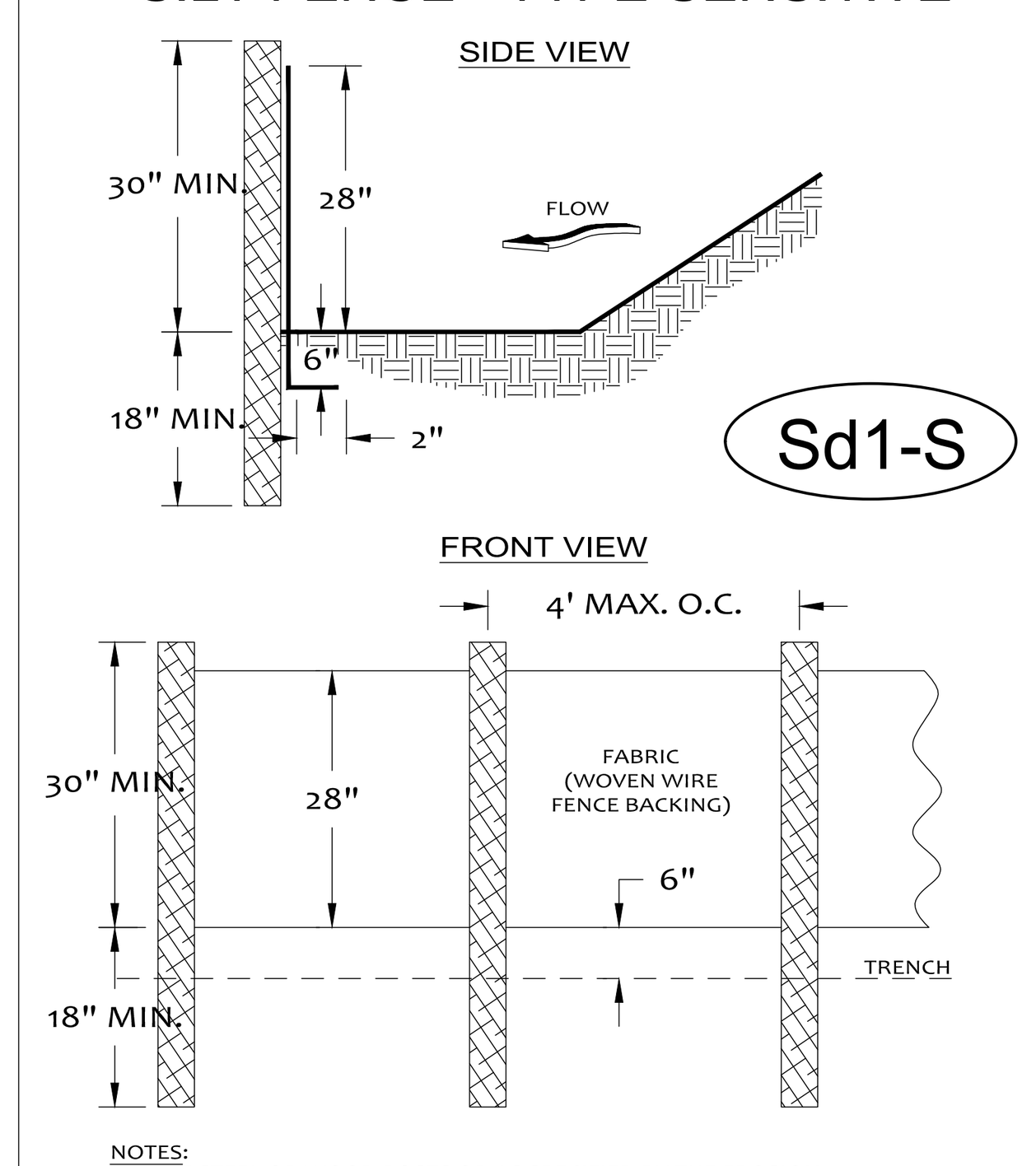
NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

Co

Figure 6-14.1

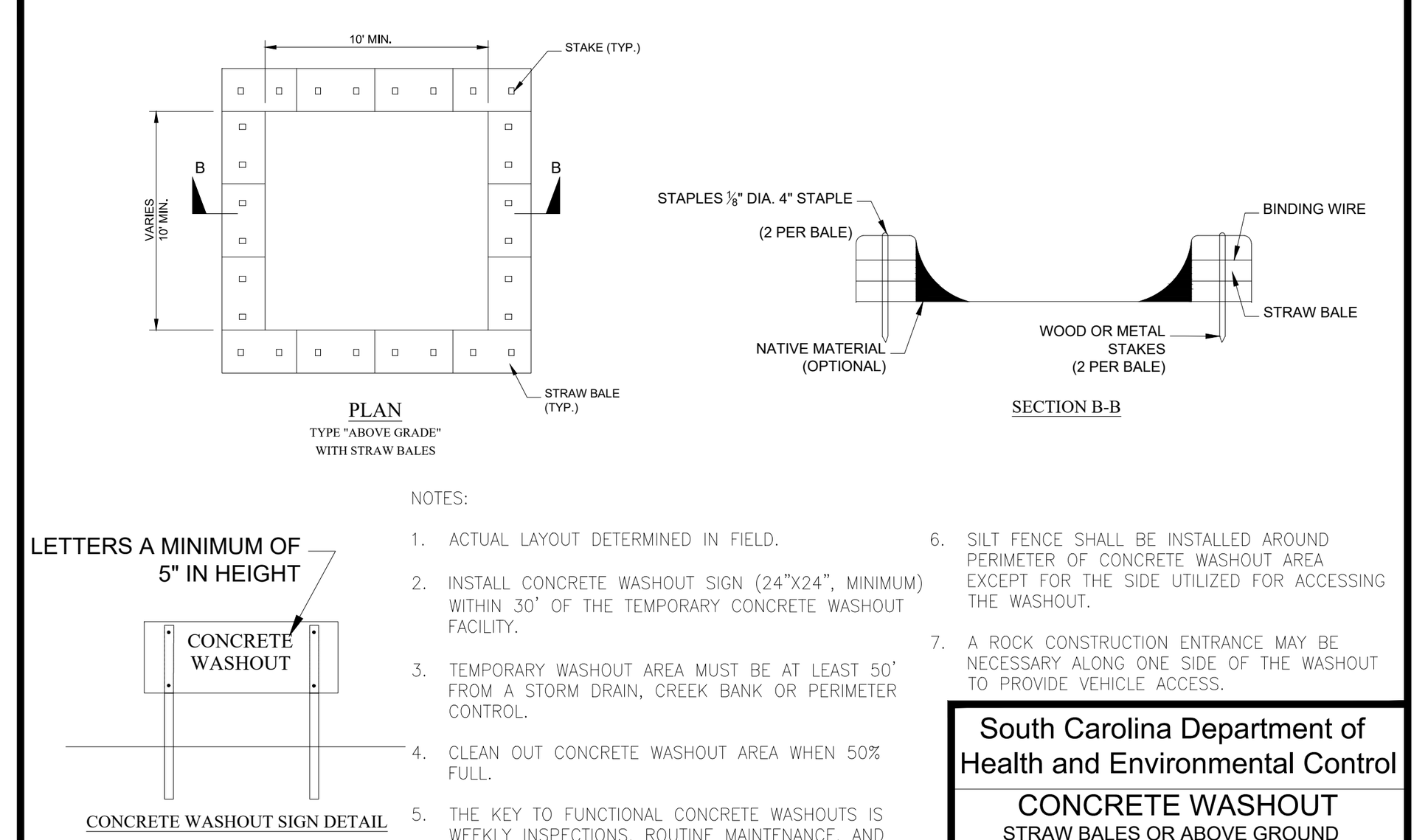
GSWCC 2016 Edition 6-90

SILT FENCE - TYPE SENSITIVE



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

STRAW BALE BARRIER CONCRETE WASHOUT



NOTES:
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. INSTALL CONCRETE WASHOUT SIGN (24"X24", MINIMUM) WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
4. CLEAN OUT CONCRETE WASHOUT AREA WHEN 50% FULL.
5. THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.
6. SILT FENCE SHALL BE INSTALLED AROUND PERIMETER OF CONCRETE WASHOUT AREA EXCEPT FOR THE SIDE UTILIZED FOR ACCESSING THE WASHOUT.
7. A ROCK CONSTRUCTION ENTRANCE MAY BE NECESSARY ALONG ONE SIDE OF THE WASHOUT TO PROVIDE VEHICLE ACCESS.

South Carolina Department of Health and Environmental Control
CONCRETE WASHOUT
STRAW BALES OR ABOVE GROUND
STANDARD DRAWING NO. RC-07 PAGE 1 of 1
NOT TO SCALE — FEBRUARY 2014 DATE

OWNER SHALL COORDINATE WITH CONTRACTOR TO DESIGNATE WASHDOWN AREA AND EXCAVATE PIT LARGE ENOUGH TO CONTAIN WASHDOWN WATER. THIS MUST BE AWAY FROM STORM DRAINS AND WATERWAYS.

ADVISE CONCRETE TRUCK DRIVERS OF THE DESIGNATED WASH-OUT AREAS BEFORE THEY START THE JOB.

WASHDOWN CHUTE, HOPPER, AND REAR OF VEHICLE ONLY. DO NOT WASH OUT DRUM

ENSURE THAT ALL WASHDOWN WATER STAYS IN PIT.

DISPOSE OF SETTLED, HARDENED CONCRETE IN GARBAGE WITH OTHER CONSTRUCTION DEBRIS.

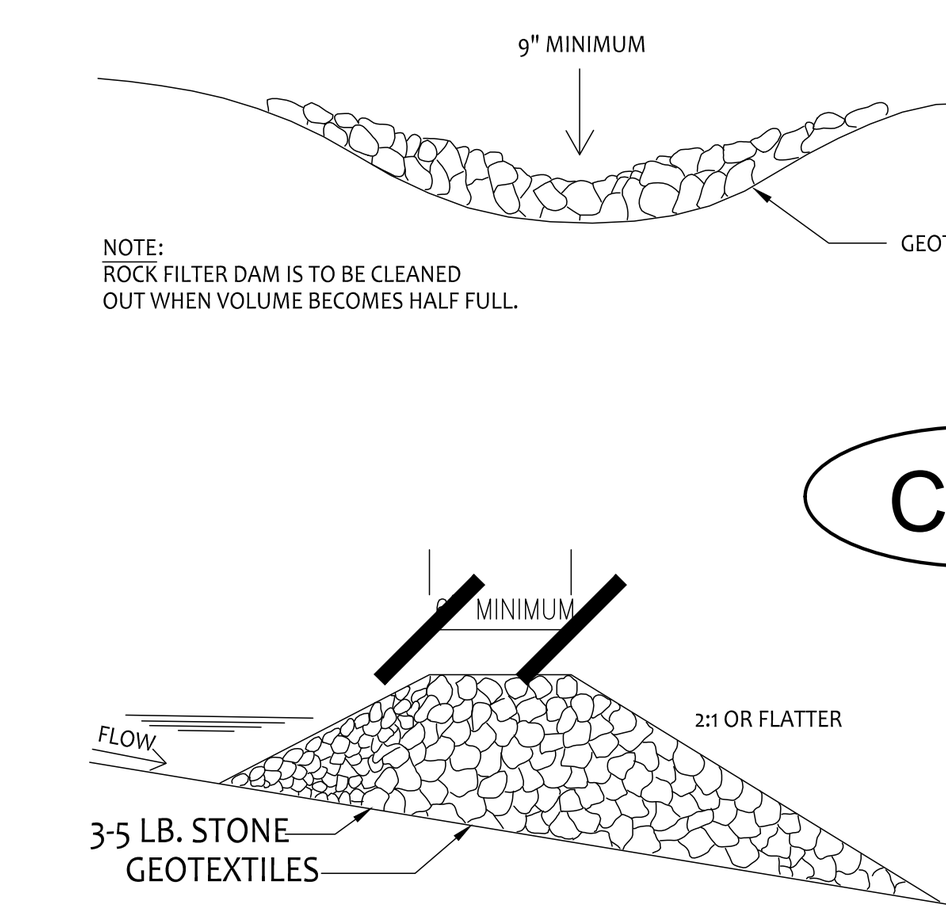
NEVER DISPOSE OF WASHDOWN WATER IN STREETS, STORM DRAINS, OR STREAMS.

INSPECT DAILY AND AFTER HEAVY RAINS FOR LEAKS AND DAMAGED LINERS. REPAIR AS NEEDED.

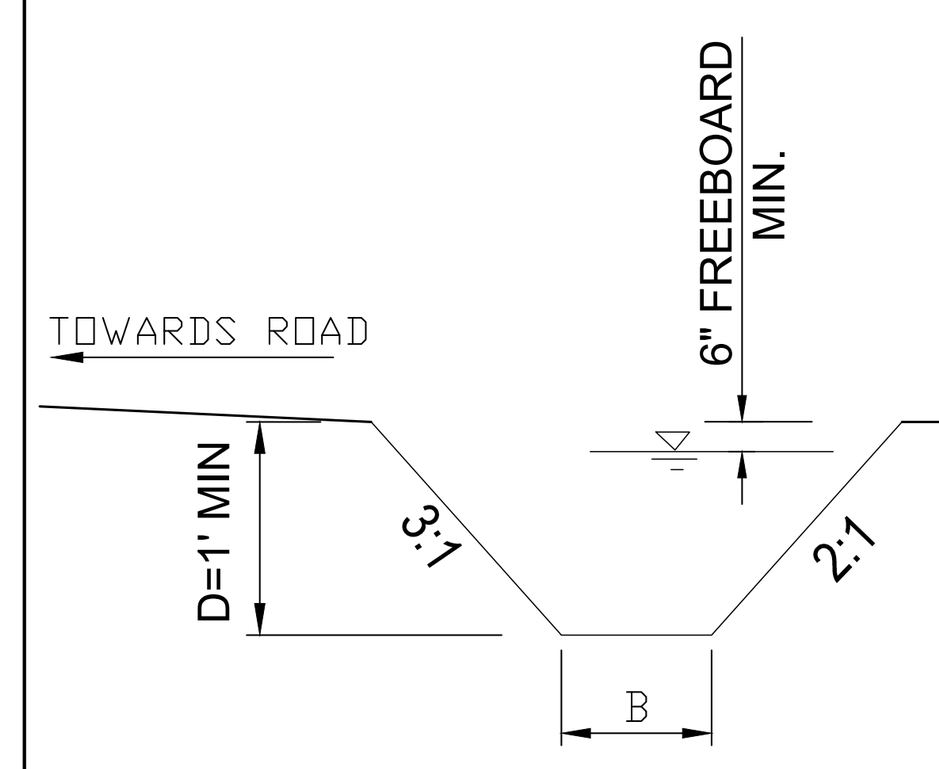
THE WASHOUT SHOULD BE VACUUMED OR BE ALLOWED TO EVAPORATE AT 75% OF CAPACITY TO PREVENT OVERFLOWS.

CONCRETE WASHOUT DETAILS

ROCK CHECK DAM



NOTE
ROCK SIZE DETERMINED ACCORDING TO SPECIFICATIONS SET FORTH IN APPENDIX C.



DITCH TYPICAL SECTION

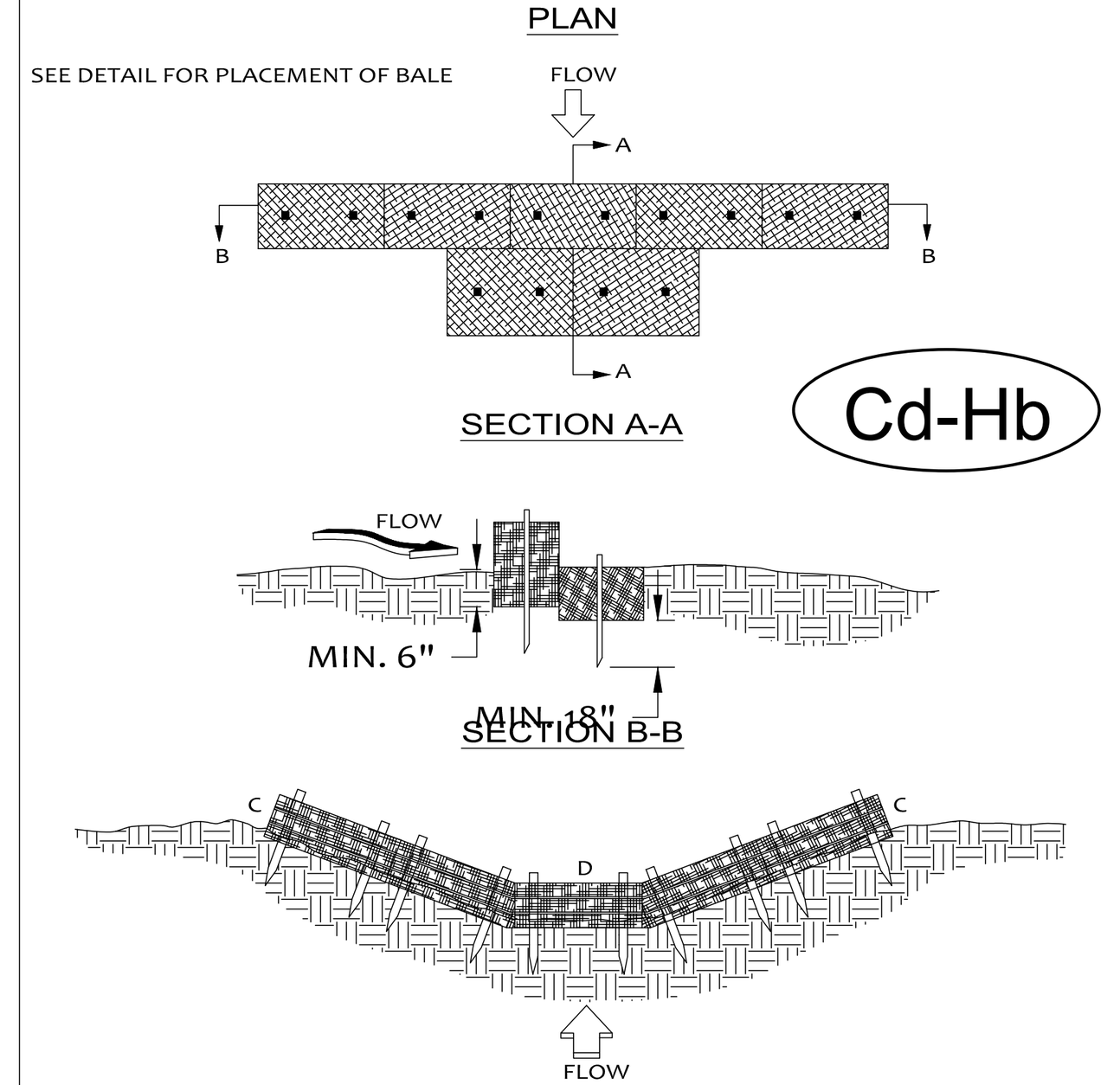
DITCH CALCULATIONS

DITCH NO	DRAINAGE AREA (AC)	C	Tc(min.)	*I (IN/HR)	B-BOTTOM WIDTH (FT)	D-MIN. DEPTH (FT)	Q (CFS)	V (FT/SEC)	SLOPE (%)	FREEBORD (IN)	LINING MATERIAL
1	1.30	0.60	5	9.28	2	1.25	7.24	6.93	5.26	10.5	GRASS

*25 YR DESIGN STORM

I10 = 7.84 in/hr
I25 =9.28 in/hr

TYPICAL STRAW BALE CHECK DAM



NOTES:
1. BALES SHOULD BE BOUND WITH WIRE OR NYLON STRING AND SHOULD BE PLACED IN ROWS WITH BALE ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
2. REMOVE #4 REBAR AFTER STRAW BALES ARE NO LONGER IN PLACE.
3. POINT C OF SECTION B-B SHOULD ALWAYS BE HIGHER THAN POINT D.

DEFINITION
Improving, constructing or stabilizing an open channel for water conveyance.
PURPOSE
Open channels are constructed or stabilized to be non-erosive, with no sediment deposition and to provide adequate capacity for flood water, drainage, other water management practices, or any combination thereof.
CONDITIONS
This standard applies to the improvement, construction or stabilization of open channels and existing ditches with drainage areas less than one square mile. This standard applies only to channels conveying intermittent flow, not to channels conveying a continuous, live stream. An adequate outlet for the modified channel length must be available for discharge by gravity flow. Construction or other improvements of the channel should not adversely affect the environmental integrity of the area and must not cause significant erosion upstream or flooding and/or sediment deposition downstream.
DESIGN CRITERIA
Planning
The alignment and design of channels shall give careful consideration to the preservation of valuable fish and wildlife habitat and trees of significant value for wildlife food or shelter or for aesthetic purposes.
Where channel construction will adversely affect significant fish or wildlife habitat, mitigation measures should be included in the plan. Mitigation measures may include pools, riffles, flats, cascades or other similar provisions.
As many trees as possible are to be left inside channel rights-of-way considering the requirements of construction, operation, and maintenance. Unusually large or attractive trees shall be preserved.
Realignment
The realignment of channels shall be kept to an absolute minimum and should be permitted only to correct an adverse environmental condition.
Channel Capacity
The capacity for open channels shall be determined by procedures applicable to the purposes to be served.

Hydraulic Requirements
Manning's formula shall be used to determine velocities in channels. The "n" values for use in this formula shall be estimated using currently accepted guides along with knowledge and experience regarding the conditions. Acceptable guides can be found in hydrology textbooks.
Channel Cross-Section
The required channel cross-section and grade are determined by the design capacity, the materials in which the channel is to be constructed, and the requirements for maintenance. A minimum depth may be required to provide adequate outlets for subsurface drains and tributary channels.
Channel Stability
All channel construction, improvement and modification shall be in accordance with a design expected to result in a stable channel that can be maintained.
Characteristics of a Stable Channel
1. Aggradation or degradation does not interfere with the function of the channel or affect adjacent areas.
2. The channel banks do not erode to the extent that the channel cross-section is changed appreciably.
3. Excessive sediment bars do not develop.
4. Excessive erosion does not occur around culverts, bridges or elsewhere.
5. Gullies do not form or enlarge due to the entry of uncontrolled surface flow to the channel.
6. The determination of channel stability consid}ers "bankfull" flow. Bankfull flow is defined as flow in the channel that creates a water surface that is at or near normal ground el}evation for a significant length of a channel reach. Excessive channel depth created by cutting through high ground should not be considered in determinations of bankfull flow.

CHANNEL LININGS AND STRUCTURAL MEASURES

Where channel velocities exceed safe velocities for vegetated lining due to increased grade or a change in channel cross-section, or where dura}bility of vegetative lining is adversely affected by seasonal changes, channel linings of rock, concrete or other durable material may be needed. Grade stabilization structures may also be needed.

The following categories for flow velocities shall apply when selecting the channel lining:

Category 1 (less than 5 ft/sec*)

Vegetated Lining
A vegetated lining may be used to stabilize chan}nels with a velocity of less than five ft/s temporary erosion control blankets or sod shall be used on all channels and concentrated flow areas to aid in the establishment of the vegetated lining. Refer to specifications **Ds3 - Disturbed Area Stabilization (With Permanent Vegetation), Ds4 - Disturbed Area Stabilization (With Sodding), and Ss - Slope Stabilization,** Hydraulic Erosion Control Products (HECPs) are not intended to be applied in channels, swales or other areas where concen}trated flows are anticipated, unless installed in conjunction with Rolled Erosion Control Products (RECPs).

Category 2 (greater than or equal to 5 ft/sec* but less than 10 ft/sec*)
Turf Reinforcement Matting
Turf Reinforcement Matting (TRM) shall be used, if a vegetated lining is used in channels with velocities greater than or equal to 5 feet/ sec but less than 10 ft/sec. TRM is permanent geosynthetic erosion control matting that is used in channels to stabilize the soil while permanent vegetation is rooting, and to provide additional long-term protection.

Velocities in channels when flowing at the bankfull discharge or the 25-year frequency discharge, whichever is the greater, shall be used in determining the appropriate TRM for stabilization of the channels.
Rock Riprap Lining
Rock riprap shall be designed to resist dis}placement when the channel is flowing at the bankfull discharge or 25-year frequency dis}charge, whichever is the greater. Rock riprap lining should be used when channel velocities are greater than or equal to 5 ft/sec but less than 10 ft/sec.

Dumped and machine placed riprap should not be installed on slopes steeper than 1-1/2 horizontal to 1 vertical. Rock shall be dense, resistant to the action of air and water, and suitable in all other respects for the purpose intended. Rock shall be installed according to standards specified in Riprap, Appendix C.
A filter blanket layer consisting of an appropri}ately designed graded filter sand and/or gravel or geotextile material shall be placed between the riprap and base material. The gradation of the filter blanket material shall be designed to create a graded filter between the base material and the riprap. A geotextile can be used as a substitu}tion for a layer of sand in a graded filter or as the filter blanket. Criteria for selecting an appropriate geotextile and guidance for recommended drop heights and stone weights are found in AASH-TO M288-96 Section 7.5, Permanent Erosion Control Specifications.

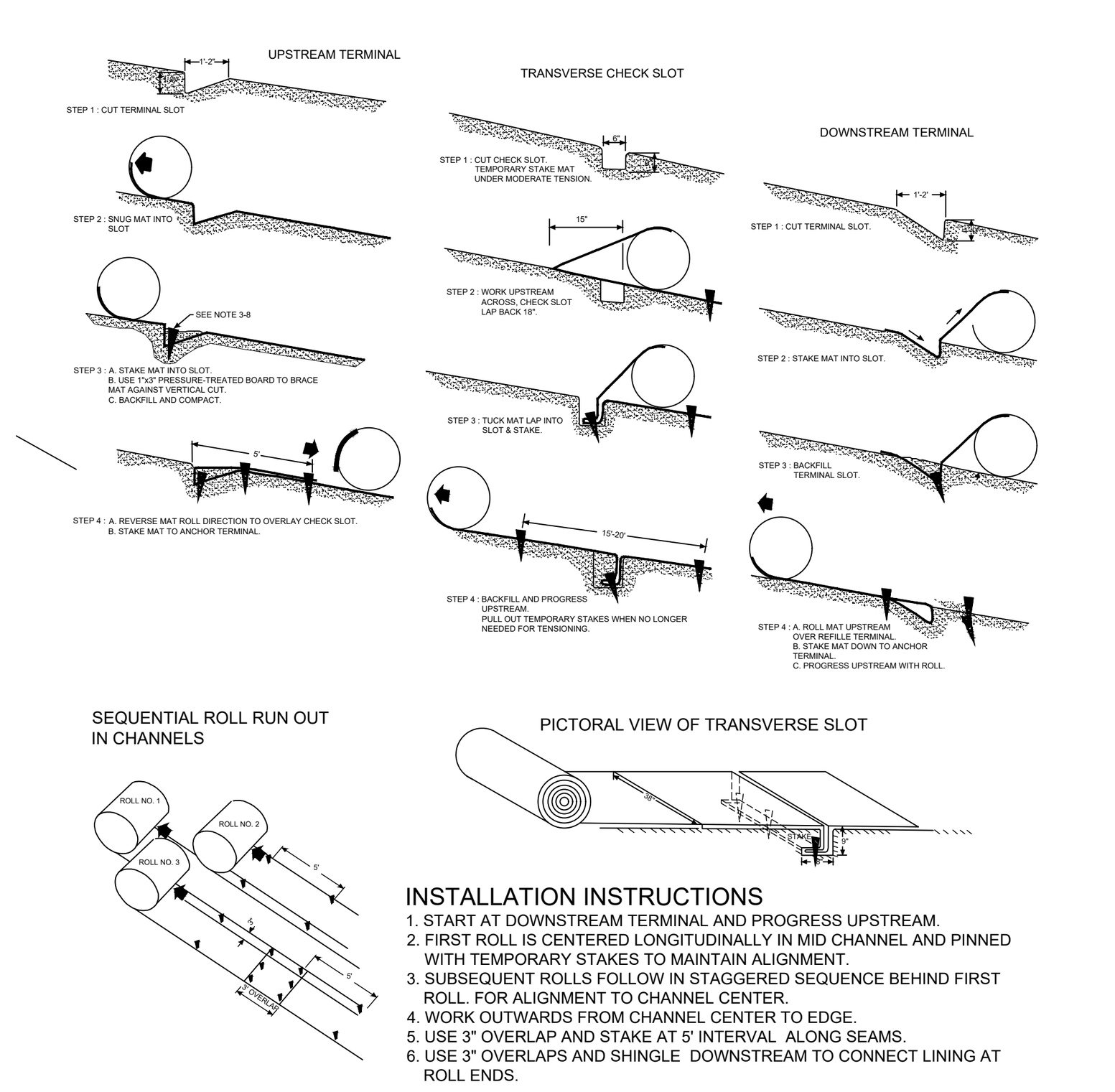
Category 3 (greater than or equal to 10 ft/sec*)
Concrete Lining
If a channel has velocities high enough to re}quire a concrete lining (when channel velocities exceed 10 ft/sec), methods should be utilized to reduce the velocity of the runoff and reduce ero}sion at the outlet - a common problem created by the smooth, concrete lining. Refer to specifi}cation **St - Storm Drain Outlet Protection** for information regarding energy dissipators.

If a concrete lining is chosen, it shall be designed according to currently accepted guides for struc}tural and hydraulic adequacy. It must be designed to carry the required discharge and to withstand the loading imposed by site conditions.
A separation geotextile should be placed under concrete linings to prevent undermining in the event of stress cracks due to settlement of the base material. The separation geotextile will keep the base material soils in place and mini}mize the likelihood of a system failure.
Grade Stabilization Structures
Grade stabilization structures are used to reduce or prevent excessive erosion by reduc}tion of velocities in the watercourse or by pro}viding structures that can withstand and reduce the higher velocities. They may be constructed of concrete, rock, masonry, steel, aluminum, or treated wood.

These structures are constructed where the capability of earth and vegetative measures is exceeded in the safe handling of water at permis}sible velocities, where excessive grades or overall conditions are encountered or where water is to be lowered structurally from one elevation to another. These structures should generally be planned and installed along with or as a part of other erosion control practices.

The structures shall be designed hydraulically to adequately carry the channel discharge and struc}turally to withstand loadings imposed by the site conditions. The structure shall meet requirements of **Gr - Grade Stabilization Structure**.
* The equivalent shear stress may also be used to determine the appropriate measure.

CHANNEL STABILIZATION — CH



INSTALLATION INSTRUCTIONS
1. START AT DOWNSTREAM TERMINAL AND PROGRESS UPSTREAM.
2. FIRST ROLL IS CENTERED LONGITUDINALLY IN MID CHANNEL AND PINNED WITH TEMPORARY STAKES TO MAINTAIN ALIGNMENT.
3. SUBSEQUENT ROLLS FOLLOW IN STAGGERED SEQUENCE BEHIND FIRST ROLL. FOR ALIGNMENT TO CHANNEL CENTER.
4. WORK OUTWARDS FROM CHANNEL CENTER TO EDGE.
5. USE 3" OVERLAP AND STAKE AT 5' INTERVAL ALONG SEAMS.
6. USE 3" OVERLAPS AND SHINGLE DOWNSTREAM TO CONNECT LINING AT ROLL ENDS.

INSTALLATION NOTES
SITE PREPARATION
AFTER THE SITE HAS BEEN SHAPED AND GRADED TO THE APPROVED DESIGN, PREPARE A FRIABLE SEEDBED RELATIVELY FREE FROM CLODS AND ROCKS MORE THAN ONE INCH IN DIAMETER, AND ANY FOREIGN MATERIAL THAT WILL PREVENT CONTACT OF THE SOIL STABILIZATION MAT WITH THE SOIL SURFACE. SURFACE MUST BE SMOOTH TO ENSURE PROPER CONTACT OF BLANKETS OR MATTING TO THE SOIL SURFACE. IF NECESSARY, REDIRECT ANY RUNOFF FROM THE DITCH OR SLOPE DURING INSTALLATION.

STAPLES
THE FOLLOWING ARE CONSIDERED APPROPRIATE STAPLING AND STAKING MATERIALS.

TEMPORARY BLANKETS
THIS INCLUDES STRAW, EXCELSIOR, COCONUT FIBER, AND WOOD FIBER BLANKETS. STAPLES SHALL BE USED TO ANCHOR TEMPORARY BLANKETS. U-SHAPED WIRE (11 GAUGE OR GREATER) STAPLES WITH LEGS AT LEAST 6 INCHES IN LENGTH AND A CROWN OF ONE INCH OR APPROPRIATE BIODEGRADABLE STAPLES CAN BE USED. STAPLES SHALL BE OF SUFFICIENT THICKNESS FOR SOIL PENETRATION WITHOUT UNDUE DISTORTION.

PERMANENT MATTING
SOUND WOOD STAKES, 1X3 INCHES STOCK SAWN IN A TRIANGULAR SHAPE, SHALL BE USED. DEPENDING ON THE COMPACTION OF THE SOIL, SELECT STAKES WITH A LENGTH FROM 12 TO 18 INCHES. U-SHAPED STAPLES SHALL BE 11 GAUGE STEEL OR GREATER, WITH LEGS AT A MINIMUM OF 8 INCHES LENGTH WITH A 2 INCH CROWN.

PLANTING
LIME, FERTILIZER, AND SEED SHALL BE APPLIED IN ACCORDANCE WITH SEEDING OR OTHER TYPE OF PLANTING PLAN COMPLETED PRIOR TO INSTALLATION OF TEMPORARY COMBINATION BLANKETS OR JUTE MESH. FOR PERMANENT MATS, THE AREA MUST BE BROUGHT TO FINAL GRADE, PLOWED, LIMED, AND FERTILIZED. AFTER THE PERMANENT MAT HAS BEEN INSTALLED AND BACKFILLED, THE ENTIRE AREA SHALL BE GRASSED. REFER TO SPECIFICATION DS3 - DISTURBED AREA STABILIZATION ET(WITH PERMANENT VEGETATION).

MAINTENANCE
ALL EROSION CONTROL BLANKETS AND MATTING SHOULD BE INSPECTED PERIODICALLY FOLLOWING INSTALLATION, PARTICULARLY AFTER RAINSTORMS TO CHECK FOR EROSION AND UNDERMINING. ANY DISLOCATION OR FAILURE SHOULD BE REPAIRED IMMEDIATELY. IF WASHOUTS OR BREAKAGE OCCURS, REINSTALL THE MATERIAL AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. CONTINUE TO MONITOR THESE AREAS UNTIL THEY BECOME PERMANENTLY STABILIZED.

Ss SLOPE STABILIZATION

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ORIGINAL SHEET - ARCH D

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Consultant

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File Name: 00052C-702EC-PHASE 3	DM	DM	WN	2024.02.14
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Permit/Seal

GEORGIA REGISTERED NO. 32190 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

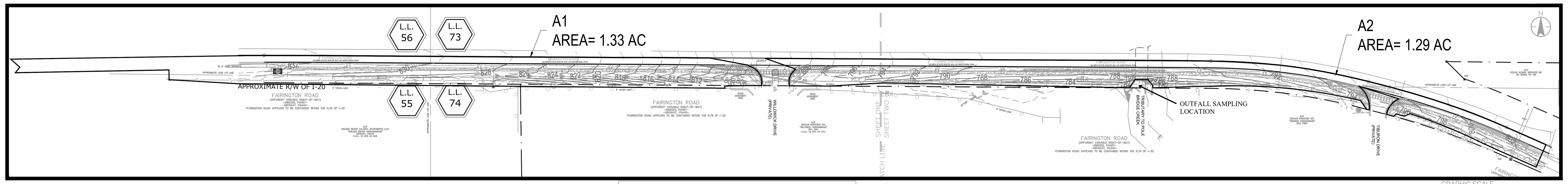
Title
EROSION CONTROL DETAILS

Project No. 234300052
Scale AS SHOWN
Revision Sheet
Drawing No.
C706

CITB-0014-25 REBID
Fairington Road Sidewalk Project

Attachment "D"

Item XIII. d.



GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.

DRAINAGE BASINS

OUTFALL #1 - 36" RCP PIPE OUTLET

PROJECT AREA:	3.12 acres
DISTURBED AREA:	1.57 acres
DRAINAGE AREA:	0.004 SQ MI
RECEIVING WATER:	AN UNNAMED TRIBUTARY TO POLE RIDGE CREEK
NTU VALUE:	75 NTU (appendix B)

State of Georgia
Department of Natural Resources
Environmental Protection Division

Page 36 of 36
Permit No. GAR10000

APPENDIX B

Nephelometric Turbidity Unit (NTU) TABLES

Cold Water (Trout Stream)

Surface Water Drainage Area, square miles

Site Size, acres	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
1.00-10	25	50	75	150	300	500	500	500
10.01-25	25	25	50	75	150	200	500	500
25.01-50	25	25	25	50	75	100	300	500
50.01-100	20	25	25	35	59	75	150	300
100.01 +	20	20	25	25	25	50	60	100

Warm Water (Supporting Warm Water Fisheries)

Surface Water Drainage Area, square miles

Site Size, acres	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
1.00-10	75	150	200	400	750	750	750	750
10.01-25	50	100	100	200	300	500	750	750
25.01-50	50	50	100	100	200	300	750	750
50.01-100	50	50	50	100	100	150	300	600
100.01 +	50	50	50	50	50	100	200	100

To use these tables, select the size (acres) of the facility or common development. Then, select the surface water drainage area (square miles). The NTU matrix value arrived at from the above tables is the one to use in Part III.C.4.

Example 1: For a site size of 12.5 acres and a cold water drainage area of 37.5 square miles, the NTU value to use in Part III.C.4 is 75 NTU.

Example 2: For a site size of 51.7 acres and a warm water drainage area of 72 square miles, the NTU value to use in Part III.C.4 is 100 NTU.

49a
49b
49c
50

SEDIMENT STORAGE:
The following table summarizes the required and available sediment storage for each outfall area on this project. The Contractor shall provide and maintain the storage volumes for the BMPs specified in this table.

Outfall No	*Disturbed Area (acres)*	*Required Sediment storage Volume (cu yd) 67 cy per ac*	*Total Storage volume provided (cu yd)*	*Silt Fence (0.3 cu yd / LF)*	
				L.F.	*Total Volume*
#1	*2.62*	*176*	*841*	*2220*	*666*

THIS PROJECT IS A LINEAR PROJECT WITH LIMITED AREA FOR SEDIMENT STORAGE (ie. Sd3, Sd4, Rt, etc). SEDIMENT WILL BE CAPTURED FROM THE SHEET FLOW RUNOFF UTILIZING SILT FENCE (Sd2-S) TO AVOID ADDITIONAL IMPACTS.

Custom Soil Resource Report

Table—Hydrologic Soil Group (1)

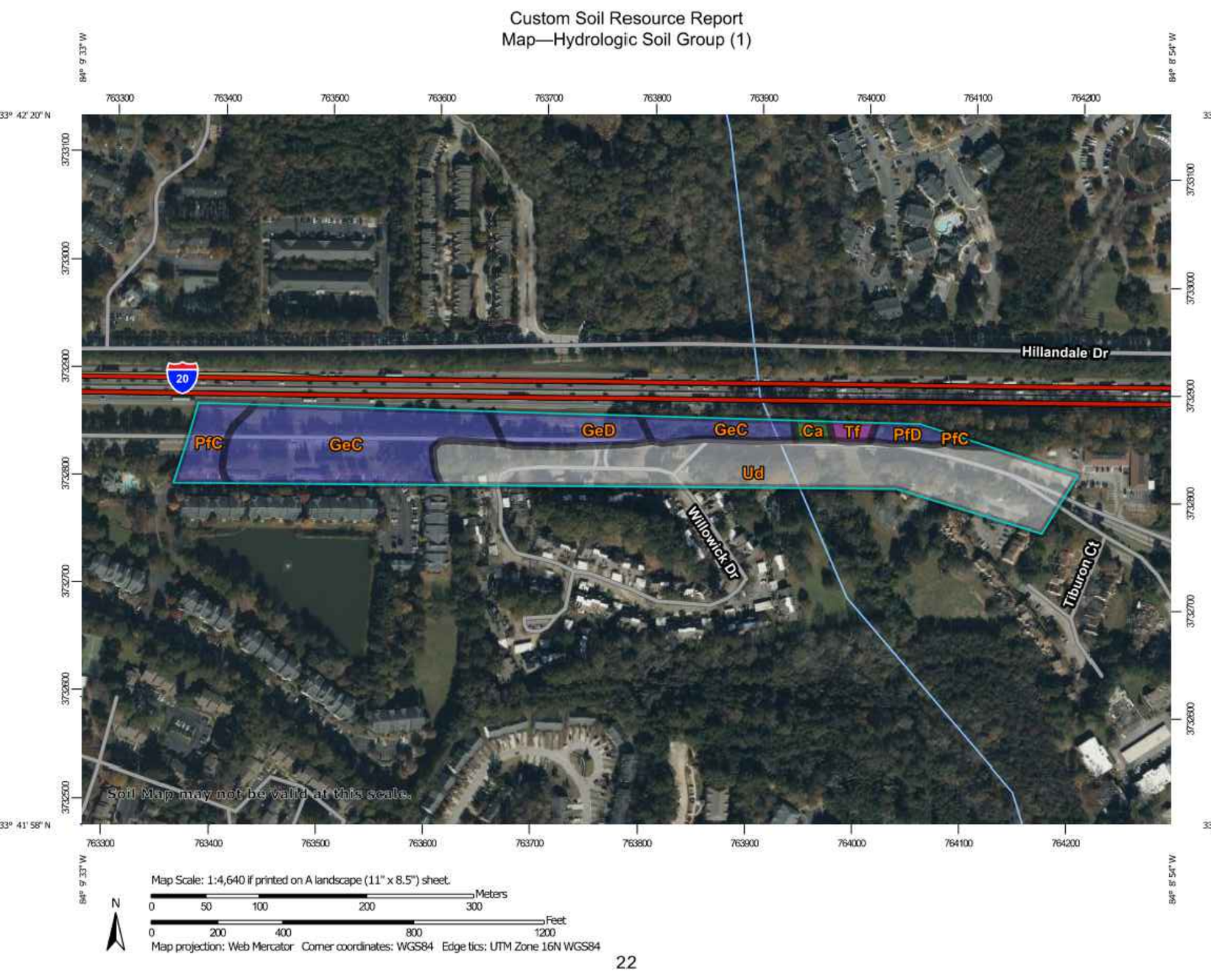
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Ca	Cartecay silt loam, frequently flooded	A/D	0.1	1.1%
GeC	Gwinnett sandy loam, 6 to 10 percent slopes	B	4.5	33.2%
GeD	Gwinnett sandy loam, 10 to 15 percent slopes	B	1.0	7.4%
PfC	Pacolet sandy loam, 2 to 10 percent slopes	B	0.8	6.1%
PfD	Pacolet sandy loam, 10 to 15 percent slopes	B	0.3	2.1%
Tf	Toccoa sandy loam, 0 to 2 percent slopes, frequently flooded	A	0.2	1.3%
Ud	Urban land		6.7	48.9%
Totals for Area of Interest			**13.6**	**100.0%**

Rating Options—Hydrologic Soil Group (1)

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified
Tie-break Rule: Higher

24

Custom Soil Resource Report
Map—Hydrologic Soil Group (1)



22

SOIL DELINEATION LINES DERIVED FROM NRCS REGIONAL SOIL MAPS.

SOIL MAP AND LEGEND

INFRASTRUCTURE PROJECT

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
INFRASTRUCTURE CONSTRUCTION PROJECTS
SWCD:______ MOUNTAIN DISTRICT

Project Name:______ Fairington Road Sidewalk Design **Address:_** Fairington Road
Local Issuing Authority:___Stonecrest / DeKalb County____________________ Date on Plans:_____ 5/10/2024
Name & Email of person filling out checklist:___________ demarc.meal@stantec.com

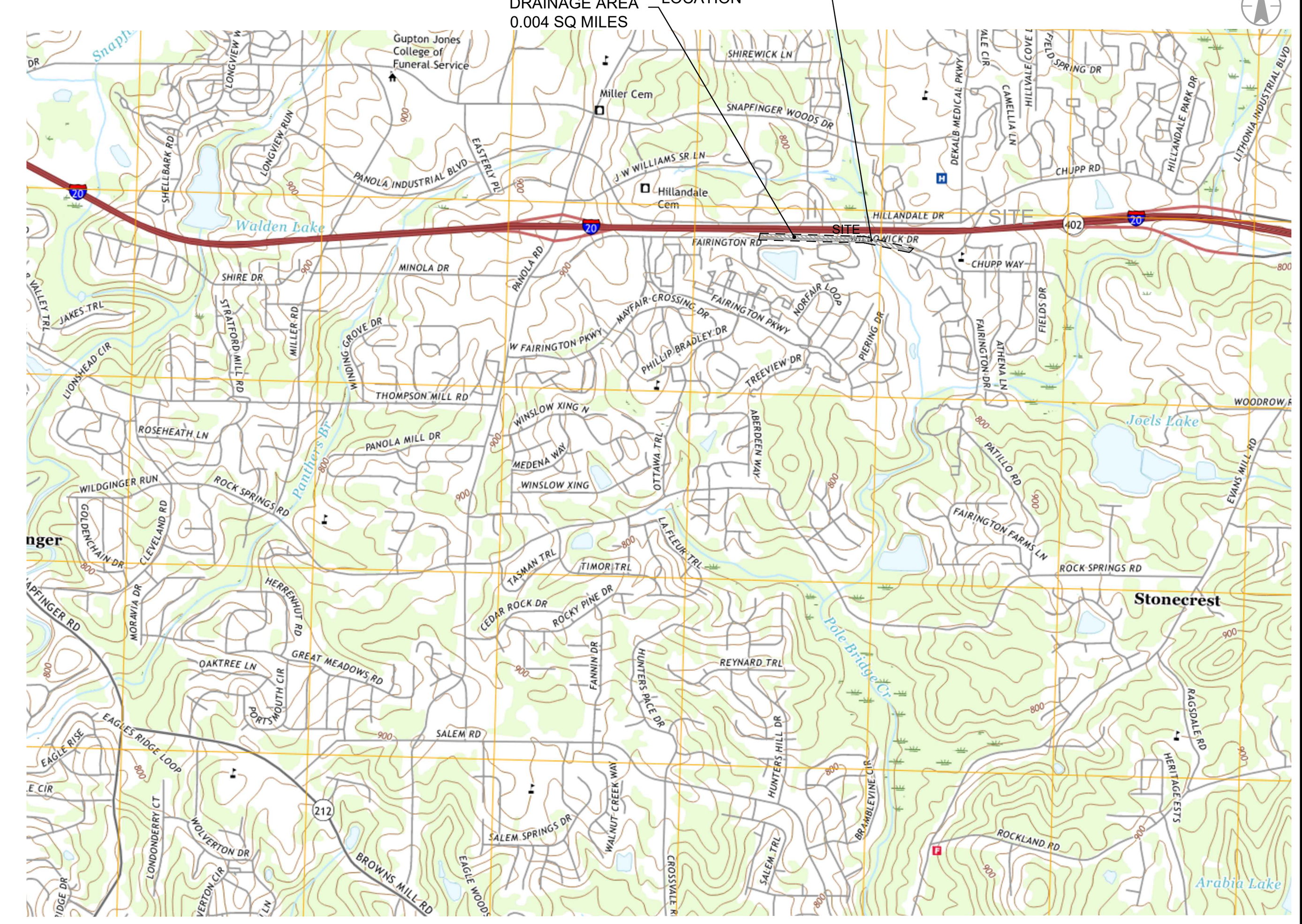
Plan Page #	Included Y/N		**TO BE SHOWN ON ES&PC PLAN**
C707	Y	1	The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)
All	Y	2	Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to ES&PC Plan or the Plan will not be reviewed)
C704	Y	3	The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.
C705	Y	4	Provide the name, address, email address, and phone number of primary permittee.
C704	Y	5	Note total and disturbed acreages of the project or phase under construction.
C702 &C703	y	6	Provide the GPS locations of the beginning and end of the Infrastructure project. Give the Latitude and Longitude in decimal degrees.
All	Y	7	Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.
C704	Y	8	Descriptions of the nature of construction activity and existing site conditions.
C707	Y	9	Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.
C704	Y	10	Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.
C704	Y	11	Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on **Part IV page 21** of the permit.
C704	Y	12	Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on **Part IV page 20** of the permit. *
C704	Y	13	Design professional certification statement and signature that the permittee's ES&PC Plan provides for representative sampling as stated on **Part IV.D.6.c.(3) page 37** of the permit as applicable. *
C704	Y	14	Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements, perimeter control BMPs, and sediment basins within 7 days after installation." in accordance with **Part IV.A.5 page 26** of the permit. *
C704	Y	15	Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."
C704	Y	16	Provide a description of any buffer encroachments and indicate whether a buffer variance is required.
C704	Y	17	Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." *
C704	Y	18	Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." *
C704	Y	19	Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."
C704	Y	20	Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."
C704	Y	21	Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."
C704	Y	22	Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
C704	N/A	23	If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
C704	Y	24	BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
C704	Y	25	Provide BMPs for the remediation of all petroleum spills and leaks.
C704	Y	26	Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *
C704	N/A	27	Description of practices to provide cover for building materials and building products on site. *
C704	Y	28	Description of the practices that will be used to reduce the pollutants in storm water discharges. *
C705	Y	29	Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).
C704	Y	30	Provide complete requirements of Inspections and record keeping by the primary permittee. *
C704	Y	31	Provide complete requirements of Sampling Frequency and Reporting of sampling results. *
C704	Y	32	Provide complete details for Retention of Records as per Part IV.F. of the permit. *
C704	Y	33	Description of analytical methods to be used to collect and analyze the samples from each location. *
C707	Y	34	Appendix B rationale for NTU values at all outfall sampling points where applicable. *
C707	Y	35	Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged also provide a summary chart of the justification and analysis for the representative sampling as applicable. *
C704	Y	36	A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *
Plans	Y	37	Graphic scale and North arrow.
Plans	Y	38	Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following: Existing Contours — USGS 1": 2000' Topographical Sheets; Proposed Contours — 1" : 400' Centerline Profile
	N/A	39	Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov.
	N/A	40	Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *
Plans	Y	41	Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to State waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.
Plans	Y	42	Delineation of on-site wetlands and all State waters located on and within 200 feet of the project site.
C707	Y	43	Delineation and acreage of contributing drainage basins on the project site.
C707	Y	44	Delineate on-site drainage and off-site watersheds using USGS 1" :2000' topographical sheets.
C704	Y	45	An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.
Plans	Y	46	Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.
C707	Y	47	Soil series for the project site and their delineation.
Plans	Y	48	The limits of disturbance for each phase of construction.
C707	Y	49	Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual must be included for structural BMPs and all calculations used by the design professional to obtain the required sediment storage when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.
C704	Y	50	Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.
C706	Y	51	Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.
C705	Y	52	Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of year that seeding will take place and for the appropriate geographic region of Georgia.

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.

Effective January 1, 2024

SURFACE WATER DRAINAGE AREA 0.004 SQ MILES

SAMPLE MONITORING LOCATION



USGS QUAD MAP

GRAPHIC SCALE
(IN FEET)
1 inch = 2000 ft.

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Issued	By	Appd	YYYY.MM.DD
File Name: 00052C-702EC-PHASE 3	DM	DM	WN	2024.02.14
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

GEORGIA REGISTERED NO. 32130 PROFESSIONAL ENGINEER KEVIN WAYNE CLARK
11/07/2024

Client/Project Logo

Client/Project
CITY OF STONECREST

FAIRINGTON ROAD SIDEWALK

CITY OF STONECREST, GA

Title
EROSION CONTROL DETAILS

Project No.	Scale
234300052	AS SHOWN

Revision Sheet Drawing No.
C707

ORIGINAL SHEET - ARCH D

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REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

BIDDER'S THAT DO NOT INCLUDE COMPLETED CERTIFICATIONS WILL BE DEEMEND NONRESPONSIVE.

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

This project is funded wholly (or in part) by the Community Development Block Grant Program. Since this is a federally funded project, there are a number of federal requirements that must be followed, including the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) and others.

The contractor is responsible for labor standards compliance of all subcontractors and lower-tier contractors and for ensuring that the Labor Standard Provisions for this project and the applicable wage decisions are included in all subcontractors and lower-tier contracts. In addition to complying with federal regulations, the contractor is also –required to attend a pre-construction meeting with the DeKalb County Community Development staff prior to starting construction.

Below are basic explanations of the relevant regulations, which the contract must comply. The following is a list of federal requirements which must be included in the Request for Proposals:

Fair Housing and Equal Opportunity

Title VI of the Civil Rights Act of 1964, As amended:
No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

Age Discrimination Act of 1975, As Amended:
Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin or sex.

Handicapped Accessibility

Americans with Disabilities Act:
The Act provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services and telecommunications. The Act also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. This Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

Section 504:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs on the basis of handicap.

Architectural Barriers Act of 1968:
Federal and Federally-funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

Employment and Contracting

Equal Employment Opportunity, Executive Order 11246, as amended:
Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000.

Section 3 of the Housing and Urban Development Act of 1968:
Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG will be provided to low-income persons residing in the program service area. To the greatest extent feasible, contracts for work to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.

Minority/Women's Business Enterprise:
Grantees must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts.

Davis-Bacon and Related Acts:
Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

The Contract Work Hours and Safety Standards Act (CWHSSA)
This Act requires time and one-half pay for any overtime hours worked on the covered project. Overtime hours is defined as hours worked in any one workweek in excess of 40 hours.

The Copeland Act (Anti-Kickback Act)
This Act prohibits any employer from requiring a laborer or mechanic to kickback any part of their wages. In accordance with this Act, every employer (contractors and subcontractors) must submit weekly payrolls for review.

Fair Labor Standards Act:
Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Conflict-of-Interest:
In accordance with 24 CFR 570.611, no person who exercises (or has exercised) any functions or responsibilities with respect to CDBG activities (or who is in the position to participate in decisions or gain inside information) may obtain a financial interest or benefit from a CDBG activity or have an interest in any contract, subcontract, or agreement for themselves or for persons with business or family ties.

Any questions regarding the above information can be directed to the DeKalb County Community Development Department, at (404) 371-2727.

TAX LIABILITY CERTIFICATION.

[This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.]

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and

3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DEBARMENT AND SUSPENSION CERTIFICATION.

[This certification applies to contracts and subcontracts in excess of $25,000 and all contracts and subcontracts for federally-required audits. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

Check one box below (and provide explanation if necessary):

☐ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

– OR –

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LOBBYING CERTIFICATION.

[This certification applies contracts and subcontracts in excess of $100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

BUY AMERICA CERTIFICATION.

[This certification applies to contracts over $150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

If this Offer is valued in excess of $150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5),** the Proposer hereby certifies that it:

□ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

– OR –

□ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

BUILD AMERICA, BUY AMERICA CERTIFICATION
(CONSTRUCTION MATERIALS).

[This certification applies to federally-funded infrastructure projects.]

The Proposer hereby certifies that it:

□ Will comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project.

– OR –

□ Cannot comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project, but it may qualify for an exception to the requirements pursuant to Section 70914(b) of the Build America, Buy America Act.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.23 **	2.23
LABORER: Common or General	$ 18.70	0.00
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.53	3.63
OPERATOR: Bulldozer	$ 24.68	2.59
OPERATOR: Crane	$ 39.31	0.00
OPERATOR: Grader/Blade	$ 26.18	4.28
OPERATOR: Loader	$ 22.37	1.40
OPERATOR: Milling Machine	$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 23.62	4.10
OPERATOR: Roller	$ 18.89	3.99
OPERATOR: Screed	$ 21.00	4.22
TRAFFIC CONTROL: Flagger	$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck	$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck	$ 25.43	4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROFESSIONAL SERVICES AGREEMENT SERVICES

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

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing sidewalk construction.

WHEREAS, Contractor submitted a response to the City's Invitation to Bid for Fairington Road Sidewalk Project which was selected by the City as the most responsive bidder;

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

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

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

2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City on _____ ("Term").

4. **RELATIONSHIP OF THE PARTIES.**

   (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

   (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay,

SAMPLE

severance pay, bonus plans, pension plans, or savings plans.

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

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

6. TERMINATION FOR DEFAULT.

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above

SAMPLE

or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

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

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

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

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

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

(c) Contractor warrants and represents that it will, at all times, observe and comply with all

SAMPLE

federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

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

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

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

    (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.

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

    (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

17. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract goods or completed or substantially completed services purchased hereunder without the prior express written consent

SAMPLE

of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

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

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

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

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With copies to:

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

If to the Contractor:

_____
_____
_____
_____

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

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

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

SAMPLE

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

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

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

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

SAMPLE

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

STONECREST, GEORGIA

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

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FROM:

_____
Fincher Denmark., City Attorney

SERVICE PROVIDER:

Signature_____ Date _____

Print Name_____

Print Title _____

ATTEST:

_____

Signature

Print Name_____

Print Title _____

SAMPLE

ATTACHMENTS
FAIRINGTON ROAD SIDEWALK PROJECT

SEE SEPERATE ATTACHMENTS IN THE SOLICITATION

EXHIBIT "A" SCOPE OF WORK (ATTACHMENT "A")

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

EXHIBIT "F" – PARCEL MAP (AERIAL VIEW) (ATTACHMENT "C")

EXHIBIT "G" – SITE AND DESIGN PLANS AND ADDITIONAL SCOPE OF WORK (ATTACHMENT "D")

EXHIBIT "H" – REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS AND REQUIRED FORMS

EXHIBIT "I" – FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)

EXHIBIT "J" - DAVIS BACON AND PREVAILING WAGES (ATTACHMENT "E")

SAMPLE

Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Addendum No. 1 - Pre-Bid Meeting Date Change and ADD Bid Opening Microsoft Meeting Information

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Recommended	Recommended
	10/15/25 10:30 PM EST/EDT	**10/14/25 10:30 PM EST/EDT**
	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room
	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum No. 1 - Pre-Bid Meeting Date Change & Bid Opening [pdf]	148 Kb	09/30/2025 12:07 PM EDT	English

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: SEPTEMBER 30, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING DATE CHANGE:**
   ORIGINAL:
   October 15, 2025 at 10:30am

   REVISED:
   October 14, 2025 at 10:30am

   ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

2. **ADD BID OPENING MICROSOFT TEAMS MEETING INFORMATION:**
   Microsoft Teams meeting
   Join on your computer, mobile app or room device
   Meeting ID: 210 962 045 388 9
   Passcode: WF97xN34

   ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____

NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____



Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Addendum No. 2 - Good Faith Effort Form and Dekalb County LSBEs List

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
ADDENDUM NO. 2 - GOOD FAITH EFFORT FORM.pdf [pdf]	5 Mb	09/30/2025 01:38 PM EDT	English

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO

DATE: SEPTEMBER 30, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ADD MBE WBE RESIDENT SELF-CERTIFIED SUBCONTRACTORS FORM AND LIST OF DEKALB COUNTY LSBEs**

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____

MBE/WBE/RESIDENT/SELF-IDENTIFIED SECTION 3 SUBCONTRACTOR GOOD FAITH EFFORT

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The Contractor shall make an effort to hire residents to perform work for this project and identify subcontractors that are self-certified as Section 3 businesses. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms, residents, and self-certified Section 3 subcontractors. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises, residents, and self-certified Section 3 subcontractors (LSBEs) included on you subcontractor lists?

2. List actions taken to solicit small and minority businesses, and women's business, residents, and self-certified Section 3 subcontractors (LSBE):

3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, residents, and self-certified Section 3 subcontractors (LSBE) considered?

4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce and/or Dekalb County WorkSource Georgia utilized?

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
1ELECTRIC LLC	Electrical	2/29/2028	LSBE_MSA	(404) 889-8601	sharvey@1electric.com	91438; 91597; 96165; 55955
4SYT INDUSTRIES, LLC	Janitorial | Flooring | Painting | Landscaping | Reno	5/31/2027	LSBE_MSA	(404) 491-1314	info@4sytind.com	
5 SEASONS MECHANICAL	Construction & HVAC Services	6/30/2026	LSBE_MSA	(770) 727-5000	adam@f5-sm.com	
A Platt Company	Right of Way Services (Including Title, Appraisal, Negotiation, Closing, Relocation, Condemnation, etc.), Consulting Services (Not Otherwise Classified), Real Estate Management Services (To include Listing and Sales Services), Real Estate/Land Consulting (Including Land Survey Consulting),	4/30/2027	LSBE_DeKalb	(404) 292-7167	aplattco@bellsouth.net	
A.O.T. INC.	Hauling Services	10/31/2027	LSBE_MSA	(470) 869-1275	aotinc@yahoo.com	
ACCURA ENGINEERING AND CONSULTING SERVICES INC	Geotechnical Engineering, Construction, Inspection and Testing, Geospatial/Land Surveying, Environmental, Materials Testing, Pavement, IT/GIS	2/28/2026	LSBE_DeKalb	(404) 241-8722	preddy@accura.com	
ACREE REAL ESTATE AND INVESTMENT LLC	Real Estate (Incl. Buildings, Houses, Land, etc), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items, Real Estate Management Services (To include Listing and Sales Services), Appraisal Services, Real Estate, Real Estate/Land Consulting (Including Land Survey Consulting)	2/28/2027	LSBE_MSA	(404) 993-2856	reneea.acree@gmail.com	
ADVANCE ENGINEERING AND CONSTRUCTION LLC	Civil Engineering Consultant; Construction Management	6/30/2028	LSBE_DeKalb	(404) 510-3598	James@advanceeandc.com	90775; 90657; 90742; 92517; 92528; 92555; 92583; 92596;
AJB CONSTRUCTION GROUP INC	Building Construction, Commercial and Institutional, Construction, Parking Lot and Alley, Construction Management Services, Construction, Sewer and Storm Drain, Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal)	1/31/2027	LSBE_MSA	(404) 201-4710	amathews@ajbconstructiongroup.com	
ALIF TRANSPORT INC	Sand and Gravel, Borrow and Soil (See Class 790 for Top Soil), Top Soil and Fill Dirt (For Mulch See Class 335), Hauling Services	2/28/2027	LSBE_DeKalb	(404) 399-9339	info@aliftransport.com	
ALLIANCE STRATEGIES CONSULTING	Strategic Communications, Community Engagement, Social Media, Marketing and Public Relations, Consulting	7/31/2028	LSBE_MSA	(404) 662-3128	crowe@allianceswin.com	91876; 96153;91826;91501;91875
AMERICA	Toilets and Showers, Portable, Rental or Lease	2/28/2026	LSBE_MSA	(404) 606-0536	acptoilets@yahoo.com	
ANGIES ENTERPRISE INC	Hauling Services	2/28/2027	LSBE_DeKalb	(770) 482-0470	angierbryan@gmail.com	
ANN ROSENTHAL CONSULTING INC	CONSULTING SERVICES, Community Development Consulting, Community Service Campaigns (Anti-Litter Programs, etc.), Project Management Services, Marketing Services (Incl. Distribution, Research, Sales Promotions, etc.)	10/31/2027	LSBE_DeKalb	(404) 245-3584	ann@arcconsulting.org	
ANYTIME TAX SERVICES INC	Accounting/Auditing/Budget Consulting, Tax Services (Including Tax Preparation, Advisory Services, etc.)	2/28/2027	LSBE_MSA	(470) 488-9820	mitchelltulloch@anytimetaxservice.com	
APPLIED DECISION TECHNOLOGIES INCORPORATED	Business Consulting, Large. Administrative Consulting, Marketing Consulting. Application Software, Microcomputer. Application Software, Minicomputer	11/30/2026	LSBE_MSA	(678) 231-3071	RPANDIT@ADECTEC.COM	
ARK GLOBAL PARTNERS LLC	Business Consulting, Large, Strategic Technology Planning and Consulting Services, Computer Software Consulting	7/31/2027	LSBE_MSA	(404) 236-9285	tony@arkglobalpartners.com	

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
ASCENSION TECHNICAL CONSULTANTS, INC	Water Supply, Treatment, and Distribution/Engineering, General Construction: Management, Scheduling, Cost Estimation - Engineering, Field Engineering, ENGINEERING SERVICES, PROFESSIONAL	4/30/2027	LSBE_MSA	(404) 465-1515	dboykin@ascension-ec.com	
ATL AGGREGATES LLC	Top Soil and Fill Dirt (For Mulch See Class 335)	9/30/2027	LSBE_DeKalb	(770) 276-4836	ATLAGGREGATES@GMAIL.COM	
ATLANTA PETROLEUM & COMMODITY TRADING LLC	Bulk Fuel Wholesaling (Aviation & Airport)	10/31/2025	LSBE_MSA	(404) 990-2221	atlpctading@gmail.com	
ATLANTA UTILITY CONSTRUCTORS	Construction, Sewer and Storm Drain, Glass and Glazing	7/31/2027	LSBE_DeKalb	(404) 465-5493	robinsonrd@auc-atlanta.com	
AULICK ENGINEERING LLC	Civil Engineering, Inspecting, General/Engineering	5/31/2027	LSBE_DeKalb	(404) 662-8050	licensing@aulickengineering.com	
AUTACO DEVELOPMENT LLC	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal), Construction, Highway and Road, Construction, Sewer and Storm Drain, Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps), Building Construction, Commercial and Institutional	1/31/2027	LSBE_MSA	(404) 559-1805	acooper@autaco.com	
B THOMPSON & THOMPSON LLC	Manholes, and Manhole Covers, Frames, Grates, Rings, Yokes, etc.	1/31/2027	LSBE_MSA	(678) 754-0876	p.thompson90@yahoo.com	
BEDWARD AND MILLER TRANSPORT INC	Dump truck asphalt hauling	12/31/2026	LSBE_DeKalb	(404) 227-6042	enviroexpressinc@yahoo.com	
BENCHMARK MANAGEMENT LLC	Program Mgmt. Construction Mgmt., Engineering Design	11/30/2026	LSBE_MSA	(404) 581-9656	jbryson@bmmllc.com	
BEYOND THE BARR, LLC	Vitamins, Diets, Complete, Liquid; and Liquid Food Supplements (Oral and Tube Fed), Vitamins and Supplements, Protein Food Supplement, Human Services Consulting (To Include Mental Health Consulting Services)	6/30/2027	LSBE_MSA	(843) 356-4663	Alex@beyondthebarr.com	
BIZ INFO TECH CONSULTING SOLUTIONS LLC dba ARCPOINT LABS OF ATLANTA	Medical and Laboratory Services (Non-Physician)	12/31/2025	LSBE_MSA	(470) 738-8145	abcare@arcpointlabs.com	
BLASH TRUCKING SERVICE LLC	Garbage/Trash Removal, Disposal and/or Treatment, Recycled Asphalt and Concrete Handling Equipment, Accessories and Supplies, Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.), Grading (Of Parking Lots, etc. - Not Road Building)	2/28/2027	LSBE_MSA	(404) 569-8969	blashtrucking@gmail.com	
BLOOMING LANDSCAPE AND CONCRETE LLC	Professional Services- IT Consulting; Cyber Security	4/25/2027	LSBE_MSA	(678) 525-1754	bloominglandc@gmail.com	90656; 91362
BLOUNT SECURITIES LLC	COMPUTER SOFTWARE CONSULTING	6/30/2026	LSBE_DeKalb		blountsecuritiesllc@gmail.com	
BLUE CYPRESS CONSULTING LLC	Consulting Services	2/28/2026	LSBE_DeKalb	(404) 824-7607	caroline.evans@bluecypress-consulting.com	
BRAD CONSTRUCTION CO II LLC	Building Construction, Non-Residential (Office Bldg., etc.), Building Construction, Industrial (Warehouse, etc.), Building Construction, Residential (Apartments, etc.)	5/31/2027	LSBE_MSA	(770) 469-7271	jhanif@bradconstruction.com	
BRINDLEY PIETERS AND ASSOCIATES INC	General Construction: Management, Scheduling, Cost Estimation - Engineering, Highways; Streets; Airport Pay-Parking Lots - Engineering, Inspecting, General/Engineering, Structural/Engineering, Sanitary Engineering	4/30/2027	LSBE_MSA	(404) 224-9268	ibattle@bpa-engineers.com	

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BROWN DESIGN GROUP INC	Buildings - Architectural Design, Building Sanitation - Architectural Services, Fire Protection - Architectural Services, Recreation Facilities (Parks, Marinas, etc.) - Architectural Services, Environmental - Architectural	8/31/2027	LSBE_MSA	(404) 559-1805	fhood@thebrowndesigngroup.com	
BROWN ELECTRICAL SERVICES LLC	Electrical, Wiring and Other Electrical Maintenance and Repair Services, Electrical Systems Testing Services, Electronic and Electrical Cable Testing Services	8/31/2027	LSBE_MSA	(404) 423-3931	info@brown-electrical.com	
C&H PLANNERS, LLC	Engineering Services (Not Otherwise Classified)	4/30/2027	LSBE_DeKalb	(404) 937-0757	jessecole@candhplanners.com	
CABLE BROADBAND & TELECOMMUNICATIONS LLC	Access Control, Alarms, CCTV, Computer Networking, Telephone	10/31/2025	LSBE_MSA	(678) 894-6219	bernard@cbtenterprise.com	
CATLIN CONSTRUCTION	Public Utilities: Water, Sewer and Gas Maintenance and Repair, Construction, Sewer and Storm Drain, Maintenance and Repair, Sewer and Storm Drain (Including Removal), Utility Services, Electric, Gas, Water, Maintenance and Repair, Water System, Main and Service Line	10/31/2027	LSBE_MSA	(404) 285-7996	sandra.griffin@catlin-construction.com	
CBI INDUSTRIES, INC (Name Changed to CBI International Group)	ENGINEERING SERVICES, PROFESSIONAL, Access Control Systems and Security Systems, Voltage Line Thermostats, Inverters, Converters, Spike and Surge Controllers, Trade Services (Facilitation, Information, Marketing, Promotion, etc.),	8/31/2027	LSBE_DeKalb	(404) 315-9889	cbuzz.bus@gmail.com	
CEGLR GROUP LLC dba FIRST IMPRESSIONS CLEANING SOLUTIONS	Janitorial/Custodial Services, Janitorial Management Services, Janitorial Equipment and Supplies (Not Otherwise Classified), Carpet Cleaning, Dyeing, Installation and Repair	2/28/2027	LSBE_MSA	(404) 372-0349	cgonzalez@firstimpressionsga.com	
CERTIFIED PROFESSIONAL ESTIMATORS LLC	Construction Cost Estimating and Construction Scheduling	3/31/2026	LSBE_DeKalb	(404) 431-9343	james@cpestimating.com	
CHARTER CONSTRUCTION SERVICES INC	Project Management Services, Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services), Erosion Control Services, Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.), Construction, Irrigation System	9/30/2027	LSBE_DeKalb	(770) 235-5992	KAY@CHARTERCS.COM	
CHOICE BUSINESS SOLUTIONS INC	Accounting Services	10/31/2025	LSBE_MSA	(770) 778-6359	choicebusiness@mindspring.com	
CIVIL WORKS INC	Construction, Sewer and Storm Drain, Construction, Highway and Road, Construction, Pipe Culvert, Construction Management Services	9/30/2027	LSBE_DeKalb	(404) 787-2846	info@civilworks.us	91345; 95826; 91327; 91339; 91362
CIVTECH CONSULTING LLC	Consulting	9/30/2025	LSBE_DeKalb	(770) 756-4699	egunn@civtechconsulting.com	
CLEVELAND CARTER ENTERPRISES INC	Public Utilities: Water, Sewer and Gas Maintenance and Repair, Paving/Resurfacing, Alley and Parking Lot, Paving/Resurfacing, Highway and Road, Paving/Resurfacing, Street (Major and Residential)	5/31/2027	LSBE_MSA	(678) 898-4403	admin@cceatlanta.com	
CM ROGERS & SONS INC	Septic tanks & cess pools sewer pipe cleaning machine, power driven	6/30/2026	LSBE_DeKalb	(770) 482-8746	rogers304@bellsouth.net	

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COLD FIRE RING	RESEARCH AND SCIENCE SERVICES, MEDICAL	6/30/2026	LSBE_MSA	(678) 879-4006	dalexander@coldfiresystems.com	
COMPLETE FACILITY SERVICES	Janitorial/Custodial Services, Fire and/or Water Damage Restoration Services, Waste Management Services, Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services),	1/31/2027	LSBE_MSA	(404) 759-6967	fhill@cfacilityservices.com	
COMPREHENSIVE FAMILY CARE/CFC INC	Community Service Campaigns, Human Services Consulting	3/31/2026	LSBE_DeKalb	(404) 585-7533	admin@comprehensivefamilycare.org	
CONSTRUCTION WORKS INC	HVAC Equip, Acc and Sup NOC	6/30/2026	LSBE_DeKalb	(678) 526-8189	cedric@cwiatl.com	
CONTESSA CONSTRUCTION SERVICES, LLC	Construction management	6/30/2025	LSBE_MSA	(770) 335-5498	martha@contessa-cs.com	
CONTINEO GROUP, LLC	Engineering Firm	9/30/2025	LSBE_DeKalb	(404) 299-6454	accounting@thecontineogroup.com	
CORNERSTONE BOOKKEEPING & ACCOUNTING	Bookkeeping & accounting	2/28/2026	LSBE_MSA	(404) 721-3609	aaleem@cornerstoneacctg.com	
CORPORATE ENVIRONMENTAL RISK MANAGEMENT	Construction, Engineering , Ecological and Management Services	5/10/2026	LSBE_DeKalb	(678) 999-0173	aedwards@cerm.com	
D&R CONSTRUCTION AND CONTRACTING	Electrical	7/31/2027	LSBE_MSA	(404) 932-5215	admin@drcontracting.co	
DAF CONCRETE INC	Construction	11/30/2026	LSBE_MSA	(404) 433-8824	daf_concrete_inc@yahoo.com	
DARA CONSULTING ENGINEERS INC	Consulting & Engineering Services, INSPECTING, GENERAL/ENGINEERING	6/30/2026	LSBE_MSA	(770) 548-8831	conyeka@daraengineers.com	
DAVINE SOLUTIONS	Low Voltage,Telecommunications Cable, Installation	6/30/2026	LSBE_DeKalb	(6) 788-5151	davinesolutions@yahoo.com	96218; 92037; 28796; 92031
DD SEWER INSPECTION SERVICES	CCTV Sewer lines, storm drain	7/31/2026	LSBE_DeKalb	(678) 638-9859	ddsewer@yahoo.com	
DMT TRANSPORT LLC	Hauling Services	4/30/2027	LSBE_MSA	(470) 728-7064	dthompson@dmttransportga.com	
DOKUN TECHNOLOGIES LLC	*Commercial & Residential computer technology services*	6/30/2028	LSBE_MSA	(678) 935-0136	info@dokuntech.com	91039; 20385; 91830; 91767; 92047
DUBOSE TRUCKING SERVICES, LLC	Hauling Services	6/30/2027	LSBE_DeKalb	(404) 642-2209	dubosetruckingservices@gmail.com	
DUDLEY THOMAS SPADE SRE, LLC	Real Estate/Land Consulting (Including Land Survey Consulting), Real Estate (Incl. Buildings, Houses, Land, etc), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items	1/31/2027	LSBE_MSA	(404) 939-9502	emily@dtspade.com	
EGM SERVICES	Heating, Ventilating and Air Conditioning (HVAC), Construction Management Services	6/30/2027	LSBE_DeKalb	(404) 288-9521	krobinson@egmatlanta.com	
ELLA DESIGNS LLC	Sewing, Embroidery, Alterations	6/30/2026	LSBE_MSA	(404) 786-6987	elladesignsllc@comcast.net	
ELLIOTT CLEANING SERVICE, LLC	Janitorial & Sanitation Services	7/31/2026	LSBE_DeKalb	(404) 431-0514	ECS.9762@comcast.net	
ELLIS ELECTRICS LLC	Compressor, Base or Tank Mounted, Electric Motor or Engine Driven, 15 HP and less; and Parts, Over 15 HP; and Parts, Building Cables and Wires, Single and Multiconductor: Types NM, THWN, TW, THW, THHN, XHHW, RHW, RR, ROMEX, etc, Control Cables and Wires, Solid and Stranded, Single and Multiconductor (Up to 600V, for use in Boiler Controls, Fire Alarms, Motors, etc.), Ballasts, All Kinds	4/30/2027	LSBE_MSA	(678) 920-9049	info@elliselectrics.org	
EME INVESTMENT GROUP, LLC	Building Construction, Non-Residential (Office Bldg., etc.), Building Construction, Residential (Apartments, etc.)	10/31/2027	LSBE_MSA	(504) 307-0894	daryl@emeconstructionco.com	
ENGINEERED SYSTEMS & SERVICES LLC	Facilities Design Services, Engineering	11/30/2027	LSBE_MSA	(678) 677-4000	jlrucker@essengineers.com	
ENVIRONMENTAL CONSORTIUM LLC	Construction- Consulting Firm in Water and Wastewater Industry, Environmental Services	2/29/2028	LSBE_DeKalb	(678) 427-9366	reginaldveasley@gmail.com	91115; 91345; 91356; 91360; 91830
ET SERVICE LLC	AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS AND ACCESSORIES (SEE CLASS 740 ALSO)	4/30/2027	LSBE_MSA	(678) 381-6972	DWILLIAMS@ETSERVICES.US	
EXCELLENT LAWN SERVICE	Ground Maintenance, Landscaping Service	3/29/2026	LSBE_DeKalb	(678) 983-0584	excellentlawnservice46@yahoo.com	

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EXCELLERE CONSTRUCTION LLC	Concrete, Escape project, Landscaping, Lining, Milling	2/28/2026	LSBE_DeKalb	(770) 676-5737	luigih@excellere-ga.com	
EXECUTIVE REALTY SOLUTIONS INC	Asset Management Services	3/31/2026	LSBE_DeKalb	(404) 275-5038	ers.inc@hotmail.com	
F M SHELTON INC	Culverts, Concrete, Pipe, Concrete, Pipe, Plastic (Incls. Fiber Reinforced Plastic Pipe, Polybutylene Pipe)	1/31/2027	LSBE_MSA	(404) 234-8062	fawn@fmshelton.com	
FACILITY MAINTENANCE & SERVCIES GROUP LLC	Janitorial Equipment Maintenance and Repair	2/28/2026	LSBE_MSA	(678) 770-9474	tonyw@facilitymsg.com	
FIELDS ACCOUNTING FIRM, INC	Accounting	7/31/2028	LSBE_MSA	(470) 331-5950	ashley@fieldsaccountingfirm.com	91804; 20911; 94611; 20810;
FLAGGSHIP SECURITY AGENCY	Security Services	3/29/2026	LSBE_DeKalb	(770) 843-0718	flaggshipsecurity@comcast.net	
FOX ENVIRONMENTAL LLC	Environmental & Engineering Consulting Services	7/31/2028	LSBE_DeKalb	(404) 441-7568	cfox@foxenvironmental.net	91843; 92642; 92672; 92670; 96132
FREEMAN RESOURCES GROUP LLC	Bottles, Glass (For Cleaners, Detergents, and Janitorial Supplies), Toilet Tissues, Paper Towels, and Toilet Seat Covers, Gloves and Finger Cots, Medical Type, Billiard and Pool Tables and Supplies, Dispensers and Holders (For Cleaning Rags, Paper Towels, Toilet Tissue, and Toilet Seat Covers)	2/28/2027	LSBE_MSA	(678) 789-6235	dafreeman4@gmail.com	
FULL CIRCLE COMMUNICATIONS INC	THIS IS A DUPLICATE VENDOR WITHOUT A VENDOR ID. DATA CONTAINED MAY NOT BE ACCURATE-FO	1/22/2027	LSBE_MSA	(404) 210-0253	heather@fcc360.com	
G & J TRUCKING LLC	Hauling Services	6/30/2027	LSBE_DeKalb	(404) 480-8804	gilbrado29@yahoo.com	
G's Hauling LLC	Hauling Services, Sand and Gravel, Top Soil and Fill Dirt (For Mulch See Class 335),	7/31/2027	LSBE_DeKalb	(770) 658-9115	GSHAULINGATLANTA@GMAIL.COM	
GEORGIA COUNSELING AND REHABILITATION SERVICES LLC	Counseling, Family and Social Services (Including Shopping and Buying Services)	2/28/2027	LSBE_MSA	(770) 899-7736	fdunmore@georgiacounseling.org	
GEORGIA SEWER AND STORM LLC	Construction, Utility/Underground Projects, Maintenance and Repair, Utility/Underground Projects, Construction, Water System/Plants, Main and Service Line, Maintenance and Repair, Water System, Main and Service Line, Maintenance and Repair, Sewer and Storm Drain (Including Removal), Construction, Sewer and Storm Drain, Relocation and/or Removal Services for Utility Works	12/31/2027	LSBE_MSA	(470) 589-1443	gss@gasewerstorm.com	
GODHIGH AGENCY LLC	Broker, Business Consulting, Real Estate Services, Planning and Consulting, Insurance	9/30/2025	LSBE_MSA	(404) 820-0543	jeri@godhighagency.com	
GRAHAM & ASSOCIATES INC	General Construction - Architectural, Construction Management Services, Construction, Water System/Plants, Main and Service Line, General Construction: Management, Scheduling, Cost Estimation - Engineering	2/28/2027	LSBE_DeKalb	(404) 447-2164	agraham@grahampm.com	
GREENHEART CONSTRUCTION INC	Acoustical Tile, Insulating Materials, and Supplies	3/31/2026	LSBE_MSA	(678) 782-3113	ajohnson@greenheartconstructioninc.com	
GRIFFIN CONSULTING & CONTRACTING, LLC	Construction Services, Trades, New Construction, Carpentry, Building Maintenance, Installation and Repair Services, Painting, Maintenance and Repair Services, including Caulking.	7/19/2027	LSBE_DeKalb	(770) 912-4859	ocghlg@gmail.com	
HAMMOND ENGINEERING INC	Engineering Services, Mechanical, Electrical. Construction Management	6/30/2028	LSBE_MSA	(678) 292-6937	claudetteh@hammondengineers.com	92567; 92531; 91468; 91220; 95826

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HANNAH INNOVATIVE SOLUTIONS	Business Consulting, Small, Inventory Consulting, Human Services Consulting (To Include Mental Health Consulting Services), Business Management Services, Real Estate Management Services (To include Listing and Sales Services)	2/28/2027	LSBE_DeKalb	(404) 433-8048	glenett.hannah@hanahis.com	
HEH PAVING INC	Paving	1/31/2027	LSBE_DeKalb	(404) 740-1022	ericbrunson@hehpaving.com	
HVAC ALLIES LLC	Heating, Ventilating and Air Conditioning (HVAC), HVAC Systems Maintenance and Repair, Power Plant, Energy Computerized Control System (HVAC, Lighting, Utilities, etc) Installation, Maintenance and Repair Services, Hand Tools, Air Conditioning and Heating Service Type (Including Leak Detectors)	1/31/2027	LSBE_DeKalb	(470) 421-6567	hvacallies@gmail.com	
IB ENVIRONMENTAL LLC	Environmental Consulting, Finance/Economics Consulting, Utilities: Gas, Water, Electric Consulting	4/30/2027	LSBE_MSA	(770) 509-3887	stacey@ibenvironmental.com	
IMAGANN CLEANING SERVICE CORPORATION	Janitorial/Custodial Services.	12/31/2026	LSBE_DeKalb	(770) 484-8141	imagannclean@msn.com	
IMAGE 360 TUCKER	Decals, Pressure Sensitive Adhesive	9/30/2025	LSBE_DeKalb	(770) 939-0902	twalker@image360tucker.com	
IN THE DOOR LLC	Vocational Training, All Types (Including Vocational Rehabilitation and Technical Education), Course Development Services, Instructional/Training, In-Service *Training (For Employees), Training and Instruction (For Clients, Not Staff)*	6/30/2027	LSBE_DeKalb	(762) 441-1629	jmyers@inthedoornow.com	
INDUSTRIAL COHESION SYSTEMS INC	concrete prep & floor coating	1/31/2027	LSBE_MSA	(678) 432-9314	icsmacbeth@bellsouth.net	
INTEGRATED CONSTRUCTION MANAGEMENT INC	Video Scanning of Sewers, Waterwells, etc. Meters, Water. Public Utilities: Water, Sewer and Gas Maintenance and Repair. Construction, Pipeline. Maintenance and Repair, Sewer and Storm Drain (Including Removal)	1/31/2027	LSBE_DeKalb	(404) 405-4702	consuelabennett@bellsouth.net	
INTELLECTUAL CONCEPTS LLC	Consulting Services (Not Otherwise Classified), Management Consulting, Programming Services, Computer	8/31/2027	LSBE_MSA	(678) 222-2993	DBabiker@intellectualconcepts.com	
INTERNATIONAL DESIGN SERVICES INC DBA IDS GLOBAL	Professional Services- Utilities; IT; Engineering; Construction	9/9/2027	LSBE_MSA	(770) 364-7914	sam.williams@idsgobal.com	92595
J.M. LEE CONSTRUCTION COMPANY	Wall and Ceiling Repair and Replacement (Including Drywalling), Public Information Services (Incl. Press Releases), General Construction: Management, Scheduling, Cost Estimation - Engineering, Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems), Finishes: Flooring, Wall and Ceiling, etc.	5/31/2027	LSBE_DeKalb	(504) 908-1077	austin@jmleeconstruction.com	
J2 CONNECT INC	Plumbing Services- Formerly known as J SQUARED PLUMBING COMPANY INC	7/31/2026	LSBE_MSA	(770) 690-3569	info@jsquaredconnect.com	
JEWEL OF THE SOUTH INC	Building Construction, Non-Residential (Office Bldg., etc.), Building Construction, Residential (Apartments, etc.), Construction, Utility/Underground Projects, Construction, Sewer and Storm Drain, Construction, Water System/Plants, Main and Service Line	9/30/2027	LSBE_MSA	(404) 925-5110	VALISA@JEWELOFTHESOUTH.US	

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
JLM RISK MANAGEMENT GROUP INC	DECALS, SIGN, BRAILLE, PRINTING, BANNERS	9/30/2025	LSBE_DeKalb	(770) 939-0902	twalker@image360tucker.com	
JNX PARTNERS LLC	Human Resources Development Services, Personnel Services, Temporary, Business Consulting, Large, Instructor-led, Classroom Training (Non-Technical)	4/30/2027	LSBE_DeKalb	(770) 868-6183	Judy.Swanier@jnxpartners.com	
JOHNSON, SPELLMAN & ASSOCIATES, INC.	Mechanical Engineers (HVA C, Plumbing, Fire, Protection, Fuel, & Building Infrastructure Systems.	6/30/2026	LSBE_MSA	(678) 575-0424	twille@jsace.com	
K C TRUCKING INC	Freight Carrier	10/31/2026	LSBE_DeKalb	(770) 330-2715	keithchung@bellsouth.net	
K S I INC- ATLANTA	Guard and Security Services, Patrol Services, Crime Prevention Services, Card Access Security Services, Security Screening Services, Personnel	2/28/2027	LSBE_MSA	(678) 410-7150	ksinc00@aol.com	
KAIZEN COLLABORATIVE	Landscape Architecture, Planning, GIS	10/31/2025	LSBE_DeKalb	(770) 815-7160	chuck.abbott@kaizencollaborative.com	
KAPIT SOLUTIONS LLC	Transportation of Goods and Other Freight Services	11/30/2027	LSBE_MSA	(404) 630-1539	KEO@thekapit.com	
KEMI CONSTRUCTION COMPANY INC	Construction, Utility/Underground Projects, Maintenance and Repair, Utility/Underground Projects, Utility Services, Electric, Gas, Water	4/30/2027	LSBE_MSA	(404) 349-8228	rlawrence@kemiconstruction.com	
KISSBERG CONSTRUCTION INC	Building Construction, Non-Residential (Office Bldg., etc.), Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps) ,Hauling Services	2/28/2027	LSBE_DeKalb	(404) 281-0509	construction@kissberg.com	
KLEAN GIRL WITH A BUCKET, LLC	Cleaning Services	9/11/2027	LSBE_MSA	(678) 656-2932	kleangirl1@gmail.com	
KLS WORKFORCE SOLUTIONS	Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment), Personnel Services, Temporary, Personnel/Employment Consulting (Human Resources)	2/27/2027	LSBE_MSA	(404) 817-6682	cgreen@klsworkforcesolutions.com	
L.L. BLUE ENGINEERING	Engineering Services	9/30/2025	LSBE_MSA	(678) 233-8832	kblue@llblueeng.com	
LANGSTON UNIVERSAL LANDSCAPE, LLC	Leaf, Bush, Tree Limb Collection. Tree and Shrub Removal Services. Dust Control Watering. Tree Trimming and Pruning Services. Grading (Of Parking Lots, etc. - Not Road Building)	1/31/2027	LSBE_MSA	(678) 410-2173	langstonuniversallandscape@yahoo.com	
LEADERGOV, LLC	Partnering Workshop Facilitation Services, Course Development Services, Instructional/Training, Strategic Technology Planning and Consulting Services	1/31/2027	LSBE_DeKalb	(770) 330-6972	tim@leadergov.com	
LESLIE REGIS INC DBA ATLANTA CARGO TRANSPORTATION INC	THIS IS A DUPLICATE VENDOR WITHOUT A VENDOR ID. DATA CONTAINED MAY NOT BE ACCURATE-FO	2/9/2027	LSBE_DeKalb	(404) 329-4505	info@atlantacargo.com	
LET US LOVE YOUR LAWN INC	Lawn care	9/30/2025	LSBE_DeKalb	(770) 985-6631	letusloveyourlawn@yahoo.com	
LINCOLN TRUCKING INC	Hauling Dirt, Asphalt, Wet Concrete, Construction Debris, Milling, Aggregate Materials	12/31/2026	LSBE_MSA	(404) 840-7576	lincolntruckinginc@gmail.com	
LORI'S TRANSPORTATION & EXCAVATION LLC	Milling, Paving, Concrete, Local Trucking	3/31/2026	LSBE_MSA	(404) 551-5694	lori@lorispaving.com	
M.T.B.M. GLOBAL REHABILITATION CONSULTANTS, LLC	Mental Health Services, Human Service Consulting, Vocational Training	12/31/2025	LSBE_DeKalb	(770) 987-7414	lsbe-dekalb@mtbmglobal.com	
MAINSTAY SOLUTIONS LLC	Administrative Services, All Kinds (Incl. Clerical, Secretarial Services, etc.), Janitorial/Custodial Services, Personnel Management Services, Waste Management Services	5/31/2027	LSBE_DeKalb	(678) 939-0644	jess@mainstayga.com	
MATTSU LAWN CARE LLC	Lawn Care Service and Maintenance	5/31/2026	LSBE_MSA	(770) 595-4870	beverywhere@aol.com	

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MC TRUCKING COMPANY INC	Hauling Services	1/31/2027	LSBE_DeKalb	(770) 482-0470	mctruckingcoinc@comcast.net	
ME CUBED ENGINEERING LLC	ENGINEERING SERVICES, PROFESSIONAL, Engineering Services (Not Otherwise Classified), General Construction: Management, Scheduling, Cost Estimation - Engineering, Industrial Engineering, Land Development and Planning/Engineering	6/30/2027	LSBE_DeKalb	(404) 909-3251	kchampion@me3eng.com	92536; 92561
METALS AND MATERIALS ENGINEERS LLC	Engineering Firm	12/31/2025	LSBE_DeKalb	(678) 691-3747	bbennett@mmelab.com	
MIGHTY PLUMBING LLC	Kitchen and Bathroom Fixture Repair (Not Plumbing): Bathtubs, Sinks, Cabinets, Counter Tops, etc. Plumbing Maintenance and Repair (Includes Pressure Tapping Services, Pipe Freezes, Toilets, etc.) Plumbing, Plumbing Equipment and Fixtures, Maintenance and Repair	1/31/2027	LSBE_DeKalb	(470) 451-8502	adrian@mightyplumbingllc.com	
MIKE N JAC ENTERPRISES INC.	Battery Chargers and Testers, Automotive (See Also Class 725), Starting Equipment, Vehicle (Equipment Battery, Not Battery to Battery), Battery Boxes, Marine, Battery Chargers, Computer and Peripheral, Back-up Systems, Battery Operated (Emergency)	4/30/2027	LSBE_MSA	(334) 703-1561	michael.edwards@batteriesplus.com	
MJ LAWN & MAINTENANCE SERVICES	*ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES*, Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc, Tree Trimming and Pruning Services, Weed and Vegetation Control (Including Aquatic Weed Control), Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services)	10/31/2027	LSBE_DeKalb	(770) 527-3912	mjlawn1952@gmail.com	
MYSTIC TRUCKING LLC	Hauling Services	4/30/2027	LSBE_MSA	(470) 881-0202	MYSTICTRUCKING50@GMAIL.COM	96239
NEW SPRING ENGINEERING, LLC	Civil Engineering, Electrical Engineering (Incl. Cogeneration Design Services), Structural Engineering, Waste Water Treatment Engineering, Water Supply, Treatment, and Distribution/Engineering	4/30/2027	LSBE_DeKalb	(404) 689-0688	kisuvern@newspringeng.com	
NIA REALTY GROUP, INC	Real Estate Management Services (To include Listing and Sales Services), Real Estate/Land Consulting (Including Land Survey Consulting), Real Estate (Incl. Buildings, Houses, Land, etc), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items	5/31/2027	LSBE_MSA	(770) 652-1610	norma@niarealtygroup.com	
NOTTAGE LLC	Paper and Supplies (For Dual Spectrum Process Copying Machines) (See 305-39 for Diazo Process Copy Machines), Root Cutting Equipment for Sewer Lines, Construction, Sewer and Storm Drain, Maintenance and Repair, Sewer and Storm Drain (Including Removal), Video Scanning of Sewers, Waterwells, etc.	2/28/2027	LSBE_DeKalb	(404) 565-0956	info@nottagellc.com	

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OFFICIAL PROJECT SOLUTIONS GROUP LLC	Accounting Services (Not Otherwise Classified), Certified Public Accountant (CPA) Services, COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED), COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED), Programming: Basic, Assembler, etc.	2/28/2027	LSBE_DeKalb	(770) 981-7980	erosier@topsolutionsgroup.com	
ONSITE CIVIL GROUP LLC	Civil Engineering, Land Development and Planning/Engineering, Traffic and Transportation Engineering, Environmental Engineering, Drainage Engineering	12/31/2027	LSBE_MSA	(404) 822-9147	jarrett@onsitecivil.com	
OPTIMIZING BUSINESS SOLUTIONS LLC DBA OBS LLC	Management Consulting, Business Consulting, Large, Finance/Economics Consulting, Asset Management Services	4/30/2027	LSBE_DeKalb	(404) 918-9865	lynnlia1950@gmail.com	
ORALAB INC	Oracle Applications, Database Consultant	12/31/2026	LSBE_DeKalb	(404) 944-7366	demsdad@gmail.com	
P SOLUTIONS, LLC	Advertising/Public Relations (Incl. Skywriting), Communications Marketing Services, Communications: Public Relations Consulting, Marketing Consulting, Marketing Services (Incl. Distribution, Research, Sales Promotions, etc.)	5/31/2027	LSBE_MSA	(404) 514-2627	mhakeem@psolution.org	
P3 DELIVERY	Project/Program Management and Consulting Services.	4/30/2028	LSBE_DeKalb	(678) 362-8633	cwynn@p3delivery.com	91875; 91883; 95877; 91520; 92441
PAREDES CONSTRUCTION GROUP LLC	*Construction Services. (Maintnece, Repair, Sewer, & Storm Drainage)*	7/31/2026	LSBE_MSA	(404) 434-4066	gabriel@pcgatl.com	
PAS CONSULTING GROUP LLC	Human Relations Consulting, Management Consulting	5/31/2027	LSBE_DeKalb	(404) 931-1472	npolk@pasconsultinggroup.com	
PECGA,LLC D/B/A PALMER ENGINEERING COMPANY	Engineering Services	2/27/2027	LSBE_DeKalb	(770) 908-9908	info@pecga.com	
PINK LADIES TRAFFIC CONTROL LLC	Traffic Control Services (To Include Placement and Removal of Control Devices)	5/31/2027	LSBE_DeKalb	(404) 840-4792	jiyoungnguyen@gmail.com	
PLATINUM GEOMATICS, LLC	Surveyor Services, Land	10/31/2025	LSBE_MSA	(678) 525-8806	mmartin@platinumgeomatics.com	
PMI SOLUTIONS LLC	overhead and underground electrical distribution construction and maintenance	8/31/2027	LSBE_MSA	(678) 637-0837	ron@pmisolutionsllc.com	
PRECISION CROSS CONNECTION & WATER UTILITIES CONSULTING	Psychological and Neuropsychological Testing	10/31/2025	LSBE_MSA	(678) 629-4242	freemandan2121@gmail.com	
PREMIER HOMES AGENCY LLC	Maintenance and Repair, of Residential & commercial Buildings	7/31/2026	LSBE_MSA	(470) 641-9320	PREMIERHOMESAGENCYLLC@GMAIL.COM	
PREMIER WORKFORCE SOLUTIONS	Human Relations Consulting, Personnel Management Services, Human Resources Development Services	1/31/2027	LSBE_MSA	(404) 276-1520	GwenWiggins@PremierWorkforce.org	95874; 91865
PRETTY HOUSE COMPANY LLC	Janitorial Services & Remodeling Construction, Tree Removal & Cutting	3/31/2026	LSBE_DeKalb	(678) 558-5250	kclarke@prettyhousecompany.com	
PRO-IMPACT SOLUTIONS, INC	Facilities Management Services, Computer. Professional Services (Not Otherwise Classified). Consulting Services (Not Otherwise Classified). Management Consulting	1/31/2027	LSBE_MSA	(404) 563-3531	lynduel@proimpactsolutions.com	
PROJECT COST SOLUTIONS INC	Cost Estimating, General Construction: Management, Scheduling, Cost Estimation - Engineering	5/31/2027	LSBE_DeKalb	(404) 566-7502	lee.thomas@thepcsinc.com	
PURPOSE POSSIBLE, LLC	Administrative Consulting, Business Consulting, Large, Consulting Services (Not Otherwise Classified),	7/31/2027	LSBE_MSA	(404) 621-5677	lmoody@purposepossible.com	

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Q SOLUTIONS INC	Civil Engineering, Sewage Collection, Treatment, and Disposal/Engineering, Engineering Services (Not Otherwise Classified), Permitting Services, Environmental, Engineering Services, Non-Licensed (Not Otherwise Classified)	10/31/2027	LSBE_DeKalb	(770) 939-6500	QSOLUTIONSINC@QSIWORLD.COM	
QUALITY CONSTRUCTION & IMPROVEMENT OF ATLANTA INC	Carpentry, Roofing and Siding, Roofing, Gutters, and Downspouts Maintenance and Repair, General Construction - Architectural	1/31/2027	LSBE_DeKalb	(678) 725-2783	ceo@qualityimprove.com	
QUIET LINK LLC	Ready-Mix Concrete, Cement	3/31/2026	LSBE_MSA	(678) 438-4388	quietproductions1@mac.com	
R POWELL & ASSOCIATES INC	Mechanical Engineering, Utilities (Gas, Steam, Electric)/Engineering, Waste Water Treatment Engineering, Business Consulting, Large. Utilities: Gas, Water, Electric Consulting	4/30/2027	LSBE_MSA	(770) 806-0143	rosie@rpowell.com	
R&C INFRATECH ENGINEERING INC	Professional Engineering Service/Engineering Design/Program Mgmt	4/19/2027	LSBE_DeKalb	(404) 542-6834	larry.lu@rcinfratech.com	
R2TINC	Construction, Utility/Underground Projects, Engineering Consulting, Environmental Consulting, General Construction: Management, Scheduling, Cost Estimation - Engineering, Water Supply, Treatment, and Distribution/Engineering	1/31/2027	LSBE_MSA	(770) 569-7038	kim.ajy@r2tinc.com	
RAFTER H DEVELOPMENT	Opaquing and Transparentizing Liquids, Erasing Fluids, and Pastes	1/31/2027	LSBE_MSA	(678) 878-5241	rafterhdev@gmail.com	
RAW PLUMBING AND HVAC SERVICES	*Plumbing Services*	7/31/2028	LSBE_MSA	(678) 571-3826	rawplumbingdh@gmail.com	*91468*
RAWLINS ELECTRIC INC	New Construction, Commercial & Industrial Installations, Electrical Design	7/31/2026	LSBE_MSA	(770) 545-8001	RAWLINSELECTRIC@GMAIL.COM	
RAY GROUP CONSULTING ENGINEERS INC	Engineering Design	4/30/2026	LSBE_MSA	(770) 953-1443	raygroup@bellsouth.net	
RBG ELECTRICAL LLC	Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.)	1/31/2027	LSBE_MSA	(404) 403-1671	dion@rbgelectrical.com	
RED BRIDGE CONSULTING INC	Professional Services (Not Otherwise Classified)	2/28/2027	LSBE_MSA	(770) 401-7913	mdixon@redbridgeinc.com	
RESIDENTIAL ENHANCEMENTS LLC	Office Space Rental or Lease, Asset Management Services, Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc. Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services), Real Estate (Incl. Buildings, Houses, Land, etc), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items	5/31/2027	LSBE_DeKalb	(678) 381-8831	tlgamory@re-global.com	
RK REEVES & ASSOCIATES INC	Site Assessments and Site Field Observations, Engineering Services (Non-Licensed), Construction Services (General), Construction Management, Public Information Services	11/30/2026	LSBE_DeKalb	(770) 414-7975	projects@rreevesandassociates.com	
RUMLEY SOLUTIONS INC DBA HUMMINGBIRD FIRM	Community Development Consulting, Marketing Consulting, Communications Marketing Services, Arbitration, Mediation, and Alternative Dispute Resolution Services, Environmental Impact Studies	12/31/2026	LSBE_MSA	(404) 566-6333	mrumley@hummingbirdfirm.com	
S L KING TECHNOLOGIES INC	Management expertise in aviation, transit, sustainability, and government policy	2/28/2026	LSBE_MSA	(404) 832-4801	astokes@slking.com	

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SAFEGUARD PRINTING & PROMOTIONAL PRODUCTS INC	Clothing (Apparel) and Accessory Manufacturing Services, Decals, Screen Printed	4/30/2027	LSBE_DeKalb	(770) 713-8004	larry@safeguardmi.com	
SCOTTS TRUCKING & HAULING LLC	Hauling Services	6/30/2027	LSBE_DeKalb	(404) 840-9009	johnson2884@bellsouth.net	
SD & C INC	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal), Construction, Sewer and Storm Drain, Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps), Construction, Water System/Plants, Main and Service Line,	1/31/2027	LSBE_DeKalb	(404) 288-2205	sdandcinc@yahoo.com	
SECURITY CAPITAL BROKERAGE, INC.	Investment Management Services	3/31/2026	LSBE_MSA	(770) 713-0919	nathan@securitycapital.net	
SERVPRO OF PANTHERSVILLE	Mop Cleaning Service, Industrial Hygiene Testing Services, Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation), Fire and/or Water Damage Restoration Services	6/30/2027	LSBE_DeKalb	(470) 257-1716	nmcoleman@servpropanthersville.com	
SFA AND ASSOCIATES LLC	Structural Engineering Design	6/30/2026	LSBE_DeKalb	(678) 457-8374	bsmith@sfaengineers.com	
SHAMSID-DEEN & ASSOCIATES LLC	Business Consulting, Large, Food Service Consulting, Emergency Food	7/31/2027	LSBE_DeKalb	(678) 414-2174	waleed@sdassoc.com	
SKYLINE ENGINEERING & CONSTRUCTION LLC	Engineering-Civil, Environmental; Construction Mgmt; Construction Services	10/10/2027	LSBE_DeKalb	(888) 706-0661	admin@skyline-ec.com	92544
SL KING AND ASSOCIATES INC	*ENGINEERING SERVICES (MECHANICAL, FIRE, ELECTRICAL)*	2/28/2026	LSBE_MSA	(678) 469-6487	astokes@slking.com	
SMART BUILDING SYSTEMS INC	Engineering, Energy Consulting, Automation and Control Design & Installation	12/31/2026	LSBE_DeKalb	(404) 474-1628	chris.richard@smartbldgs.com	
SMITH REAL ESTATE SERVICES INC	Real Estate, Acquisition, Management	5/31/2026	LSBE_MSA	(404) 315-1512	psmith@smith-res.com	
SNOWDEN ENTERPRISE CORP LLC DBA SE CONSORTIUM	Construction Projects	6/30/2028	LSBE_MSA	(770) 634-9000	wsnowden@seconsort.com	91361; 91362; 91371; 91336
SOCO CONTRACTING COMPANY INC	General Construction - Architectural, Building Construction, Industrial (Warehouse, etc.), Building Construction, Non-Residential (Office Bldg., etc.), Building Construction, Commercial and Institutional, Bricks, Concrete	11/30/2027	LSBE_DeKalb	(770) 216-8366	bdunlap@soco-contracting.com	
SOL CONSTRUCTION LLC	Full service heavy civil contracting company offering a wide range of infrastructure	12/31/2026	LSBE_DeKalb	(404) 259-4654	jgomez@solconstructionllc.com	
SOUTH ATLANTIC MASONRY LLC	Masonry	12/31/2026	LSBE_MSA	(678) 628-9987	info@southatlanticmasonry.com	
SOUTH DEKALB TOWING & TRANSPORT INC	Vehicle Towing and Storage	5/31/2027	LSBE_DeKalb	(678) 414-0864	towing@southdekalbtowing.com	
SOUTHERN DEMOLITION LLC	Demolition Services, Lead and Asbestos Inspection Services	1/31/2027		(404) 931-1173	info@southerndemo.com	
SPEC GROUP LLC	Electrical	1/31/2027	LSBE_DeKalb	(678) 488-8662	erin@specgroupllc.net	
STABILITY ENGINEERING LLC	Design and Analysis of residential, commercial, industrial, institutional, adaptive reuse and LEED-certified green building	9/30/2025	LSBE_DeKalb	(404) 377-9316	jcoiron@stabilityengineering.com	
STEELE PROGRAM MANAGERS LLC	Construction Management Services, Project Management Services, Inspection Services, Construction Type, Construction Consulting, Management Consulting	9/30/2027	LSBE_DeKalb	(770) 465-5397	jsteele@steelepm.com	
STRATEGIC INSURANCE AND SERVICES ALLIANCE LLC	Insurance and Insurance Services (Not Otherwise Classified), Property and Casualty, Retirement Benefit Plan Insurance, Worker's Compensation, Life.	4/30/2027	LSBE_DeKalb	(678) 770-7624	cmcknightsr@gmail.com	

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STRATEGIC SOLUTIONS CLEANING SERVICES	Janitorial, medical and industrial professional cleaning services to businesses, hospitals, and educational facilities	2/28/2026	LSBE_MSA	(770) 833-3491	maria@strategicsolutionscleaning.com	
SUMMIT CONSTRUCTION & DEVELOPMENT LLC	Maintenance and Repair, Highway and Road (To include the removal of asphalt, concrete, bitumens, etc), Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair (Includes Inside Concrete Sawing and Grouting Work), Public Utilities: Water, Sewer and Gas Maintenance and Repair, Clearing and Grubbing Services, Hauling Services	2/28/2027	LSBE_DeKalb	(770) 413-0093	officemanager@summitcd.com	
SYCAMORE CONSULTING, INC.	Public engagement	7/31/2026	LSBE_DeKalb	(404) 377-9147	leahvaughan@sycamoreconsulting.net	
T & J INDUSTRIES DEVELOPMENT AND CONTRACTING INC	Construction, Pipeline. Public Utilities: Water, Sewer and Gas Maintenance and Repair. Maintenance and Repair, Sewer and Storm Drain (Including Removal)	1/31/2027	LSBE_DeKalb	(678) 525-1789	jasmierobinson@tjindev.com	
TJ TAX SERVICES	Accounting/Auditing/Budget Consulting, Accounting Services (Not Otherwise Classified), Accounting and Billing Services (Including Payroll Services, 3rd Party Reimbursement for Medicare, Medicaid, Private Insurance, etc), Tax Services (Including Tax Preparation, Advisory Services, etc.), Accounting/Financial: *Bookkeeping, Billing and Invoicing*, Budgeting, Payroll, Taxes, etc.	1/31/2027	LSBE_MSA	(678) 765-9719	info@tjtaxservices.com	
TCHOUAFFE ARCHITECTS, INC	Architect Services, Professional, Automation; Controls; Instrumentation - Architectural Services, Buildings - Architectural Design, Highways; Streets; Airport Pay-Parking Lots - Architectural, Landscape Architecture.	6/30/2027	LSBE_MSA	(770) 862-3398	michael@tchouaffe.com	
TDIR INC	Solar Powered Electrical Systems, Batter Charging, etc. Lamps/Lighting, Interior/Exterior, LIGHTING SERVICES FOR PARKS, ATHLETIC FIELDS, PARKING LOTS,.	8/31/2026	LSBE_MSA	(404) 399-8380	tdir@hotmail.com	
TECHNASERV CORPORATION	Demolition, Remodeling and General Construction Services	12/31/2026	LSBE_DeKalb	(404) 642-4596	GPerry@technaserv.com	
THE BLACK TABLE LLC	Energy Management Engineering| Energy Conservation; New Energy Sources, Solar, etc., Architectural Services| Solar Energy Systems, Complete| Programming: Basic, Assembler, Computer Assisted Software Engineering Tools (CASE), Libraries, etc., Microcomputer.| Computer Aided Design (CAD) and Vectorization Software, Microcomputer	6/30/2027	LSBE_MSA	(470) 274-6598	TheBlackTableLLC@proton.me	
THE COLLABORATIVE FIRM LLC	Planning, Urban (Community, Regional, Areawide, and State), Communications: Public Relations Consulting, Economic Development, Domestic and Foreign, Transportation Consulting	4/30/2027	LSBE_MSA	(404) 684-7031	mhightower@tcfatl.com	
THE DNA GROUP LLC	Education and Training Consulting, Course Development Services, Instructional/Training, In-Service Training (For Employees), Instructor-led, Classroom Training (Non-Technical)	5/31/2027	LSBE_DeKalb	(678) 744-7687	anthony@groupignited.com	

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
THE MARQUIN GROUP	Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment) Accounting Services (Not Otherwise Classified)	2/28/2027	LSBE_MSA	(678) 539-8330	mcousin@marquin.com	91885
THE SIMMONS GROUP	Commercial& Residential Mowing, Trimming, Edging, Mulch installation, Flower Bed Design & Maintenance, Fall & Spring Clean Ups, Reseeding	5/31/2028	LSBE_DeKalb	(678) 530-5418	doriansimmons34@yahoo.com/dorian@simmonslawn.com	90656; 81071
THIERRY SOLUTIONS	Engineering Solutions	2/28/2026	LSBE_DeKalb	(404) 434-0383	terripurchases@gmail.com	
TJ SCHELL LLC	Landscape Architectural design services & Arborist Consulting Services	3/31/2026	LSBE_MSA	(770) 361-2319	teresa@tjschell.com	
TMA CONSTRUCTION AND CONSULTING, LLC	Hauling Services, Business Consulting, Large	7/31/2027	LSBE_DeKalb	(770) 733-1133	TMACONSTRUCTION.LISA@GMAIL.COM	
TMW LANDSCAPE MANAGEMENT, LLC	Residential and Commercial landscape management services	12/31/2026	LSBE_DeKalb	(404) 966-4027	tarikweathers@gmail.com	
TRAFFIC TROOPERS INC	Traffic control, high maintenance, police, and roadway construction	7/31/2026	LSBE_DeKalb	(404) 797-9676	admin@troopersinc.com	
TRENDTECH LOGISTICS LLC	Project Management Services, Transportation Consulting	4/30/2027	LSBE_MSA	(404) 988-1522	Reginald.smith@trendtechlogistics.com	
TRIPLE R PAVING & CONSTRUCTION LLC	Paving/Resurfacing, Alley and Parking Lot, Paving/Resurfacing, Highway and Road, Paving/Resurfacing, Street (Major and Residential)	11/30/2027	LSBE_MSA	(678) 412-0142	info@triplerpaving.com	
TRUSTED HANDS SENIOR CARE LLC	Cancer care, Dementia/Alzheimer's Care, Light housekeeping, Meal-prep & feeding, Live-in & 24-hour services	4/30/2026	LSBE_MSA	(678) 892-6702	info@trustedhandscare.com	
TURNKEY SOLUTIONS LLC	Business Consulting, Large	10/31/2027	LSBE_MSA	(404) 936-3550	dona@turnkeysolution.biz	
UNIVERSAL SUPPLIES AND SERVICES INC	Air Conditioning, Heating, and Ventilating Equipment (HVAC) Manufacturing Services, Plumbing Equipment, Pipe, Fittings and Fixtures Manufacturing Services, Heating, Ventilating and Air Conditioning (HVAC), Plumbing, Plumbing Fixtures and Parts: Lavatories, Showers, Sinks, Toilets (Water Closets),Toilet Seats (Incl. Hygienic Type), Tubs, etc.	8/31/2027	LSBE_MSA	(770) 594-8022	erica.escher@universalssinc.com	
VERNELL BARNES ARCHITECT	Buildings - Architectural Design	12/31/2027	LSBE_DeKalb	(770) 987-9872	vbarnes_arch@comcast.net	
VIRIDIAN LLC	IT Consulting, Computer Software Consulting, Computer Network Consulting, Data Conversion Services	5/31/2027	LSBE_MSA	(404) 579-6185	mwilliams@viridianconsultants.com	
VIRIDIAN STUDIOS INC	Landscape Architecture	2/28/2027	LSBE_DeKalb	(404) 780-2170	jill@viridianstudiosatl.com	
VIRTUAL ACCOUNTING GROUP, INC.	Traffic Control | Traffic Plans | Project Management | Contract Administration | Job Costing | Financial Contract Compliance | Scheduling | Risk Management Experience subcontracting with Traffic Control, Paving, Bridge projects, CIPP and General Contracting Firms	7/31/2026	LSBE_MSA	(866) 436-2262	faye@virtualaccountinggroup.com	
VLW GROUP LLC	Water and Sewer Line. CONSTRUCTION MANAGEMENT SERVICES	11/30/2026	LSBE_DeKalb	(678) 922-2480	valister@vlwgroupllc.com	

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
WAINWRIGHT CONSTRUCTION	Construction Management Services, General Construction: Management, Scheduling, Cost Estimation - Engineering, Building Construction, Commercial and Institutional, Building Construction, Non-Residential (Office Bldg., etc.), General Construction - Architectural	1/31/2027	LSBE_DeKalb	(404) 285-9696	WJeffers@WainwrightGC.com	
WELLS FAMILY INITIATIVES LLC	Management Consulting, Organizational Development Consulting, Strategic Technology Planning and Consulting Services, Education and Training Consulting, Notary Public Services	7/31/2027	LSBE_DeKalb	(770) 873-7448	wellsfamilyinit@gmail.com	
WILLIAMS STRATEGIC GROUP, LLC	Grading, Landscaping	8/31/2026	LSBE_DeKalb	(404) 597-4110	williamsicon@aol.com	
ATM BROWN CONTRACTOR	Construction Services, Trades, New Construction, Painting, Wallpapering, Building Maintenance, Installation and Repair Services, Painting, Maintenance and Repair Services, Including Caulking, Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services Including Inside Concrete Sawing and Grouting Work	12/31/2027	LSBE_MSA	(404) 502-2113	atmbrown7390@gmail.com	91461; 91054; 91051
WINDEMERE ROOFING	Construction- Commercial and Residential Roofing and Siding	2/29/2028	LSBE_DeKalb	(678) 886-3937	windemereroofing@gmail.com	91473
CON SOUTH	Construction- Commercial Concrete Contractor	2/29/2028	LSBE_MSA	(404) 593-6018	jason@consouthcontracting.com	91361; 91371; 98832; 57025; 96239
GTG TRAFFIC SIGNALS	*Construction-Electrical Installation Services*	2/29/2028	LSBE_MSA	(470) 747-0473	jgray@gtgtraffic.com	*96882; 96883; 91232; 91260;*
LIGHTSWITCH LLC	Professional Services-Technology consulting	2/29/2028	LSBE_DeKalb	(424) 230-2112	mraylightswitchllc.com	91828; 91829; 91830; 91832;
ATLANTA HEALTHCARE LLC	Healthcare Staffing Agency. Personal Care Services	12/31/2027	LSBE_MSA	(470) 541-2101	mcollins@atlantahealthcarestaffing.com	96269; 96130; 94864; 94865; 91039
DH ELEVATION CONSULTING LLC	Professional Services- Consulting and General Services	2/29/2028	LSBE_MSA	(678) 871-6506	lisas@dhelevation.com	611430; 611420; 541512; 624110 ;
STRATEGIC TAX SERVICE LLC	Professional Services- Business Taxes, Preparation, Advisory	3/31/2028	LSBE_DeKalb	(404) 499-2604	@strategictax.biz	94682
KENDRICK RADIATOR & AUTO LLC	Professional Services- Commercial full services automotive services including repair of passenger vehicles and generator sets	4/30/2028	LSBE_DeKalb	(404) 454-4929	lorenzo@kendrickradiator.com	99265 06035 55723 82075 55754
SOLUTIONS BY JAW LLC	Construction Services- Civil Engineering, Environmental Consultation, CCTV Pipeline Inspection, Water and Sewer	4/30/2028	LSBE_DeKalb	(888) 861-4295	awhittaker@solutionsbyjaw.com	91345 91223
BMS ENTERPRISES DBA BROWN MANAGEMENT SERVICES, INC	Construction Hauling Services-Dump Trucks and Trailers. Landfill Maintenance and Repairs, Grading, Erosion Control Services	4/30/2028	LSBE_MSA	(770) 785-3916	hbrown@bmsentinc.com	96239; 95896; 98814; 02066; 91223
GUNNIN LAND SURVEYING LLC	Professional Services - Geophysical Surveying and Mapping Services	4/30/2028	LSBE_MSA	(678) 880-7502	jesse@guinninsurvey.com	92587; 91140; 96164
AXIOM CONSULTING	Construction Services, Project Management Services, Project Management Consulting, Design Build Services	5/31/2028	LSBE_MSA	(678) 314-8638	ranjeethawakeling@axiompmp.com	95877; 90625; 95826; 91800; 91881
BUILDERS TECHNOLOGY SOURCE	Construction Management, Project Management, Quality Control, Quality Assurance	5/31/2028	LSBE_DeKalb	(404) 542-4280	services@builderstechnologysource.com	95826; 95877; 96847; 91888; 90903
ENGIRON SOLUTIONS LLC	Engineering Services, Remediation Services, Mapping and GIS, Environmental Consulting	5/31/2028	LSBE_DeKalb	(678) 689-6078	engiron@rkreeves.com	90740; 92536; 92678; 96252; 91843
BUSINESS TECHNICAL SERVICES LLC	Communications Networking Linking Mainframes and Servers , Application Software, Mainframe Computers	5/31/2028	LSBE_MSA	(404) 479-9834	jsmith@bts-consulting.biz	20928; 20913; 20890; 20687

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Supplier Name	Business Description	Expiration Date	Certification Type	Phone	eMail	NIGP Codes
HART MECHANICAL AND FACILITIES SERVICES LLC	HVAC Construction Services, HVAC Facilities Maintenance and Repair	5/31/2028	LSBE_MSA	(404) 474-0005	harold@hartmechanical.org	94155; 91036; 55705; 91450; 03105
HFJ CONCRETE SUBCONTRACTORS	Commercial/Construction concrete services	5/31/2028	LSBE_DeKalb	(404) 925-0410	hhall@hfjconcrete.com	75030; 75070; 91437; 91430;
SSD CONTRACTING LLC	Federal and commercial construction services. Demolition services. Remediation services. Water and sewer line related construction.	6/30/2028	LSBE_DeKalb	(770) 951-0404	ksilva@sscdo.us	90924; 90976; 91223; 91240; 91313
ANTOINETTE TUFF LLC	Education and Training Consulting. Classroom Training	5/31/2028	LSBE_DeKalb	(404) 323-9884	info@antionettetuff.com	91838; 92418; 92435; 92441; 97255
FREDERICK HART CO DBA COMPAC INDUSTRIES	Mfg. of consumer goods Including cleaning, oral care, safety and food items.	5/31/2028	LSBE_DeKalb	(404) 373-4030	deanpaul@compacind.com	65284; 16546; 64066; 48588; 48525
THE QUALITY COACHING COMPANY LLC	Business, administrative and management consulting. Project management services.	5/31/2028	LSBE_DeKalb	(404) 737-1944	jarvis.gray@the-qcc.com	91806; 91821; 91875; 91883; 95877
HIGHER EDUCATION ACCREDITATION CONSULTING	Education services-accreditation, school creation. Leadership development. Organization management for schools and organization	5/31/2028	LSBE_DeKalb	(678) 379-3792	rpellom@higheredaccred.com	91701; 91806; 91821; 91838; 91875
C&H UTILITY CONTRACTORS	Construction company specializing in underground utility installation and rehabilitation ...	6/30/2028	LSBE_DeKalb	(678) 691-1558	jessecole@candhutilitycontractors.com	91340; 91345; 91347; 91356; 91359
CINCAR CONSULTING GROUP LLC	Design construction management, planning. Traffic engineering	6/30/2028	LSBE_DeKalb	(678) 732-3390	www.itsc2g.com	91892; 92536; 91875; 90664
EAST ATLANTA CONTRACTING INC	Hauling service-field and gravel, asphalt, crushed stone. Street paving	7/31/2028	LSBE_DeKalb	(678) 323-8300	mhammond@martruckinginc.com	96239; 74505; 75077; 75035; 91276
RIGGED-IN CRANE SERVICES LLC	Road and highway heavy duty equipment, cranes, backhoes. Maintenance and repair	7/31/2028	LSBE_MSA	(678) 502-8138	jenna@riggedincrane.com	76503; 76509; 76513; 95936; 97526
DECATUR CAPITAL MANAGEMENT INC	Commercial Financial and Investment Services	6/30/2028	LSBE_DeKalb	(404) 270-9838	dwright@decaturcapital.com	94648; 94656

Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Addendum No. 3 - Pre-Bid Meeting TIME CHANGE ONLY

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Recommended	Recommended
	10/14/25 10:30 PM EST/EDT	**10/14/25 1:00 PM EST/EDT**
	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room
	City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room	**City Hall, 3120 Stonecrest Blvd., Suite 190 Stonecrest, Ga. 30038, Annex Conference Room** **Pre-Bid Meeting Date: October 14, 2025 Meeting Time 1:00PM**

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
ADDENDUM NO. 3 - PRE-BID MEETING TIME CHANGE ONLY.pdf [pdf]	146 Kb	10/06/2025 04:48 PM EDT	English

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. THREE

DATE: OCTOBER 6, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING DATE CHANGE:**
ORIGINAL:
October 14, 2025, at 10:30am

REVISED:
October 14, 2025, at 1:00pm

ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____



Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Addendum No. 4 - REVISED Attachment "B" - Bid Cost Proposal Form (Bid Sheet)

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum No. 4 - REVISED Attachment "B" - Bid Cost Proposal [pdf]	426 Kb	10/27/2025 10:25 AM EDT	English

Items Modifications

Code	Description	UOM	Qty	Modification
441-6740	Concrete Curb & Gutter, 8 IN x 30 IN TP 7	Linear Foot/Feet	600	Deleted
500-3800	Class A Concrete, Include Reinforced Steel	Cubic Yard	2	Quantity has been modified
609-1000	Remove Roadway Slab	Square Yard	274	Quantity has been modified
641-1200	Furnish and Install New GUARDRAIL, TP W	Linear Foot/Feet	435	Quantity has been modified
162-1300	Furnish and Install EROSION CONTROL CHECK DAM, TYPE	Each	15	Quantity has been modified
163-0232	Furnish and Install TEMPORARY GRASSING	Square Foot/Feet	20000	Deleted
163-0240	Furnish and Install MULCH	Ton	23	Quantity has been modified
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	Linear Foot/Feet	1260	Quantity has been modified

Code	Description	UOM	Qty	Modification
165-0040	MAINTENANCE OF EROSION CONTROL CHECKDAMS/DITCH CHECKS	Each	8	Quantity has been modified
171-0030	Furnish and Install TEMPORARY SILT FENCE, TYPE C	Linear Foot/Feet	2520	Quantity has been modified
700-6910	Furnish and Install PERMANENT GRASSING	Square Foot/Feet	20000	Deleted
700-7000	Furnish and Install AGRICULTURAL LIME	Ton	1.6	Deleted
700-7010	Furnish and Install LIQUID LIME	Gallon	4	Quantity has been modified
700-8000	Furnish and Install FERTILIZER MIXED GRADE	Ton	1.2	Quantity has been modified
700-8100	Furnish and Install FERTILIZER NITROGEN CONTENT	Pound	65	Quantity has been modified
700-9300	Furnish and Install SOD	Square Yard	10000	Deleted
716-2000	Furnish and Install EROSION CONTROL MATS, SLOPES	Square Yard	1863	Quantity has been modified
653-1501	THERMOPLASTIC SOLID TRAFT STRIPE, 5 IN. WHITE	Linear Foot/Feet	481	Quantity has been modified
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN. WHITE	Linear Foot/Feet	704	Quantity has been modified
515-2015	Galv Steel Pipe Handrail	Linear Foot/Feet	80	Added
611-3030	Reconstruct Storm Sew Manhole, Type 1	Each	1	Added
163-0232	Temporary Grassing	Acre	1.6	Added
700-6910	Furnish and Install PERMANENT GRASSING	Acre	1.3	Added

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. FOUR

DATE: OCTOBER 27, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ATTACHMENT "B" – BID COST PROPOSAL FORM (BID SHEET):**
   REVISED:
   BIDDER' SHALL USE THE ATTACHED REVISED ATTACHMENT "B" TO SUBMIT PRICES. THE BID LINE ITEMS IN THE SOLICITATION HAVE ALSO BEEN UPDATED.

   - Line Items Have Been Removed
   - New Line Items Have Been Added
   - Quantities Have Been Revised
   - Unit Of Measurements Have Been Revised

   ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: _____

REVISED

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0014-25 REBID, Fairington Road Sidewalk Project

* **NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

MOBILIZATION AND MOT					
ITEM NO.	**ITEM**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Mobilization/Demobilization	LS	1	$	$
2	Maintenance of Traffic (MOT) – Traffic Control	LS	1	$	$
3	Landscape and Maintenance Services	YR	1	$	$
4	Tree Removal and Root Removal Services	LS	1	$	$
ROADWAY					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
210-0100	Grading (Complete)	LS	1	$	$
441-0104	Concrete Sidewalk, 4 IN	SY	1520	$	$
500-3107 (NEW ITEM)	**Class A Concrete, Retaining Wall (Raising Culvert Head Wall) The dowels and epoxy shall be included in the cost for the concrete**	**CY**	**2**	**$**	**$**
500-3800 **(REVISED)**	Class A Concrete, Include Reinforced Steel **(BUS SHELTER PAD)**	CY	**11**	$	$
515-2015 (NEW ITEM)	**Galv Steel Pipe Handrail**	**LF**	**80**	**$**	**$**
441-5008	Concrete Header Curb, 6 In, TP 7	LF	12	$	$
441-6222	Concrete Curb & Gutter, 8 IN X 30 IN, TP 2	LF	231	$	$
609-1000 **(REVISED)**	Remove Roadway Slab	SY	**274**	$	$
610-0355	Remove Concrete Curb & Gutter All Sizes	LF	182	$	$
610-1055	Remove Guardrail, TP W	LF	251	$	$
641-1200 **(REVISED)**	Furnish and Install New Guardrail, TP W	LF	**435**	**$**	**$**

641-5012	Furnish and Install Guardrail Anchorage, TP 12	EA	2	$	$
643-8200	Furnish and Install New Barrier Fence (Orange), 4 FT	LF	300	$	$
STORM DRAIN					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
550-1180	Furnish and Install Storm Drainpipe, 18 IN., H 1-10	LF	8	$	$
550-4218	Furnish and Install Flared End Section, 18 IN Storm Drain	EA	1	$	$
611-3030 (NEW ITEM)	**Reconstruct Storm Sew Manhole, Type 1**	**EA**	**1**	**$**	**$**
668-4300	Furnish and Install Storm Sewer Manhole, TP 1	EA	1	$	$
EROSION CONTROL					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
162-1300 **(REVISED)**	Furnish and Install Erosion Control Check Dam, Type	EA	**15**	**$**	**$**
163-0232 **(REVISED)**	Temporary Grassing	**AC**	**1.6**	**$**	**$**
163-0240 **(REVISED)**	Furnish and Install Mulch	TN	**23**	**$**	**$**
165-0030 **(REVISED)**	Maintenance of Temporary Silt Fence, TP C	LF	**1260**	**$**	**$**
165-0040 **(REVISED)**	Maintenance of Erosion Control Check Dams / Ditch Checks	EA	**8**	**$**	**$**
167-1000	Water Monitoring and Sampling Services	EA	20	$	$
171-0030 **(REVISED)**	Furnish and Install Temporary Silt Fence, Type C	LF	**2520**	**$**	**$**
700-6910 **(REVISED)**	Furnish and Install Permanent Grassing	**AC**	**1.3**	**$**	**$**

700-7010 **(REVISED)**	Furnish and Apply Liquid Lime	GL	**4**	**$**	**$**
700-8000 **(REVISED)**	Furnish and Apply Fertilizer Mixed Grade	TN	**1.2**	**$**	**$**
700-8100 **(REVISED)**	Furnish and Apply Fertilizer Nitrogen Content	LB	**65**	**$**	**$**
716-2000 **(REVISED)**	Furnish and Install Erosion Control Mats, Slopes	SY	**1863**	**$**	**$**
SIGNAGE AND MARKING					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASUREMENT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
611-5551	Rest Signs	EA	4	$	$
653-1501 **(REVISED)**	Thermoplastic Solid Traffic Stripe, 5 IN. White	LF	**481**	**$**	**$**
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN. White	LF	33	$	$
653-1804 **(REVISED)**	Thermoplastic Solid Traf Stripe, 8 IN. White	LF	**704**	**$**	**$**

TOTAL COST:	$

TOTAL COST IN WORDS:

Key:

LS - Lump sum	**EA - Each**	**SF – Square Foot**	**AC – Acre**	**LF - Linear Feet**	**TN - Ton**
LBS - Pounds	**FT - Feet**	**SY - Square Yard**	**TP - Type**	**CY - Cubic Yard**	**GL - Gallon**

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 12-01-2025 15.30.11 PM

Solicitation Number: CITB-0014-25 REBID

					All Suppliers			
Solicitation Number	**Title**	**Publication Date**	**Closing Date**	**Status**	**Notified**	**Document/ Plan Takers**	**Submitted Bids**	**Downloaded documents**
CITB-0014-25 REBID	Fairington Road Sidewalk Project	09-30-2025	11-12-2025	Bids published	554	63	8	512
Totals					**554**	**63**	**8**	**512**

Solicitation No.: CITB-0014-25

Solicitation Title: Fairington Road Sidewalk Project

Advertisement Date: 9/30/25 Bids Due Date: 11/12/25

				Bidder's:	Azimuth Contractors LLC		Complete Site LLC		Daf Concrete, Inc.		Double A&A Grade and Paving		Georgia Highway Cable Barrier LLC		IP Construction		R&B Developer, Inc		Sol Construction, LLC	
Code	**Description**	**UOM**	**Quantity**		**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**
1	Mobilization / Demobilization	Lump-Sum	1		$5,000.00	$5,000.00	$20,500.00	$20,500.00	$50,000.00	$50,000.00	NON-RESPONSIVE AND NON-RESPONSIBLE		$7,000.00	$7,000.00	$5,150.00	$5,150.00	$14,500.00	$14,500.00	$6,200.00	$6,200.00
150-1000	Maintenance of Traffic (MOT) - Traffic Control	Lump-Sum	1		$119,620.03	$119,620.03	$49,500.00	$49,500.00	$50,000.00	$50,000.00			$63,000.00	$63,000.00	$5,787.65	$5,787.65	$13,500.00	$13,500.00	$29,800.00	$29,800.00
2	Landscape and Maintenance Services	Year	1		$29,311.12	$29,311.12	$64,500.00	$64,500.00	$100,000.00	$100,000.00			$6,500.00	$6,500.00	$7,725.00	$7,725.00	$1,200.00	$1,200.00	$14,000.00	$14,000.00
3	Tree Removal and Root Removal Services	Lump-Sum	1		$5,000.00	$5,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00			$5,500.00	$5,500.00	$15,450.00	$15,450.00	$1,500.00	$1,500.00	$2,820.00	$2,820.00
210-0100	Grading Complete	Lump-Sum	1		$162,374.96	$162,374.96	$121,699.00	$121,699.00	$75,000.00	$75,000.00			$50,000.00	$50,000.00	$140,537.50	$140,537.50	$167,101.00	$167,101.00	$177,797.00	$177,797.00
441-0104	Concrete Sidewalk, 4 IN	Square Yard	1520		$40.11	$60,967.20	$65.00	$98,800.00	$50.00	$76,000.00			$49.17	$74,738.40	$51.50	$78,280.00	$45.00	$68,400.00	$45.90	$69,768.00
500-3107	Class A Concrete, Retaining Wall (Raising Culvert Head Wall) The dowels and epoxy shall be included in the cost for the concrete	CY	2		$800.00	$1,600.00	$1,650.00	$3,300.00	$1,500.00	$3,000.00			$3,300.00	$6,600.00	$1,802.50	$3,605.00	$2,500.00	$5,000.00	$4,082.00	$8,164.00
500-3800	Class A Concrete, Include Reinforced Steel (BUS SHELTER PAD)	Cubic Yard	11		$727.14	$7,998.54	$1,650.00	$18,150.00	$800.00	$8,800.00			$1,120.00	$12,320.00	$360.50	$3,965.50	$450.00	$4,950.00	$750.00	$8,250.00
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	Linear Foot/Feet	12		$14.44	$173.28	$35.00	$420.00	$20.00	$240.00			$23.20	$278.40	$24.72	$296.64	$30.00	$360.00	$119.00	$1,428.00
441-6222	Concrete CURB & GUTTER, 8 IN X 30 IN, TP 2	Linear Foot/Feet	231		$20.11	$4,645.41	$30.00	$6,930.00	$30.00	$6,930.00			$37.00	$8,547.00	$26.78	$6,186.18	$26.00	$6,006.00	$29.00	$6,699.00
609-1000	Remove Roadway Slab	Square Yard	274		$15.00	$4,110.00	$28.00	$7,672.00	$30.00	$8,220.00			$32.00	$8,768.00	$72.10	$19,755.40	$10.00	$2,740.00	$29.00	$7,946.00
610-0355	Remove Concrete Curb & Gutter All Sizes	Linear Foot/Feet	182		$9.00	$1,638.00	$5.00	$910.00	$5.00	$910.00			$38.00	$6,916.00	$12.36	$2,249.52	$8.00	$1,456.00	$10.00	$1,820.00
610-1055	Remove Guardrail, TP W	Linear Foot/Feet	251		$5.00	$1,255.00	$25.00	$6,275.00	$50.00	$12,550.00			$42.00	$10,542.00	$10.30	$2,585.30	$10.00	$2,510.00	$12.00	$3,012.00
641-1200	Furnish and Install New GUARDRAIL, TP W	Linear Foot/Feet	435		$25.25	$10,983.75	$80.00	$34,800.00	$100.00	$43,500.00			$80.00	$34,800.00	$26.01	$11,314.35	$26.00	$11,310.00	$30.00	$13,050.00
641-5012	Furnish and Install GUARDRAIL ANCHORAGE, TP 12	Each	2		$3,250.00	$6,500.00	$485.00	$970.00	$2,000.00	$4,000.00			$3,500.00	$7,000.00	$3,347.50	$6,695.00	$3,500.00	$7,000.00	$3,830.00	$7,660.00
643-8200	Furnish and Install New BARRIER FENCE (ORANGE), 4 FT	Linear Foot/Feet	300		$2.88	$864.00	$7.00	$2,100.00	$1.00	$300.00			$2.00	$600.00	$4.12	$1,236.00	$1.50	$450.00	$3.50	$1,050.00
550-1180	Furnish and Install STORM DRAIN PIPE, 18 IN, H 1-10	Linear Foot/Feet	8		$129.98	$1,039.84	$250.00	$2,000.00	$100.00	$800.00			$74.00	$592.00	$97.85	$782.80	$210.00	$1,680.00	$209.00	$1,672.00
550-4218	Furnish and Install FLARED END SECTION, 18 IN STORM DRAIN	Each	1		$1,476.31	$1,476.31	$3,000.00	$3,000.00	$1,200.00	$1,200.00			$750.00	$750.00	$2,060.00	$2,060.00	$1,850.00	$1,850.00	$3,195.00	$3,195.00
668-4300	Furnish and Install STORM SEWER MANHOLE, TP 1	Each	1		$3,892.60	$3,892.60	$2,850.00	$2,850.00	$2,000.00	$2,000.00			$2,250.00	$2,250.00	$5,150.00	$5,150.00	$4,500.00	$4,500.00	$5,060.00	$5,060.00
162-1300	Furnish and Install EROSION CONTROL CHECK DAM, TYPE	Each	15		$425.00	$6,375.00	$250.00	$3,750.00	$200.00	$3,000.00			$65.00	$975.00	$257.50	$3,862.50	$50.00	$750.00	$293.00	$4,395.00
163-0240	Furnish and Install MULCH	Ton	23		$250.00	$5,750.00	$24.00	$552.00	$50.00	$1,150.00			$352.00	$8,096.00	$515.00	$11,845.00	$50.00	$1,150.00	$500.00	$11,500.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	Linear Foot/Feet	1260		$0.75	$945.00	$2.50	$3,150.00	$0.50	$630.00			$0.90	$1,134.00	$1.03	$1,297.80	$1.00	$1,260.00	$1.20	$1,512.00

165-0040	MAINTENANCE OF EROSION CONTROL CHECKDAMS/DITCH CHECKS	Each	8	$187.50	$1,500.00	$88.00	$704.00	$50.00	$400.00		$0.90	$7.20	$51.50	$412.00	$25.00	$200.00	$412.00	$3,296.00
167-1000	WATER MONITORING AND SAMPLING SERVICES	Each	20	$50.00	$1,000.00	$750.00	$15,000.00	$750.00	$15,000.00		$250.00	$5,000.00	$206.00	$4,120.00	$25.00	$500.00	$825.00	$16,500.00
171-0030	Furnish and Install TEMPORARY SILT FENCE, TYPE C	Linear Foot/Feet	2520	$3.90	$9,828.00	$8.00	$20,160.00	$3.50	$8,820.00		$6.00	$15,120.00	$4.12	$10,382.40	$1.50	$3,780.00	$5.15	$12,978.00
700-7010	Furnish and Install LIQUID LIME	Gallon	4	$20.00	$80.00	$14.00	$56.00	$20.00	$80.00		$56.00	$224.00	$515.00	$2,060.00	$200.00	$800.00	$56.50	$226.00
700-8000	Furnish and Install FERTILIZER MIXED GRADE	Ton	1.2	$1,050.00	$1,260.00	$2,250.00	$2,700.00	$100.00	$120.00		$870.00	$1,044.00	$515.00	$618.00	$750.00	$900.00	$500.00	$600.00
700-8100	Furnish and Install FERTILIZER NITROGEN CONTENT	Pound	65	$1.65	$107.25	$15.00	$975.00	$10.00	$650.00		$1.91	$124.15	$5.15	$334.75	$15.00	$975.00	$2.00	$130.00
716-2000	Furnish and Install EROSION CONTROL MATS, SLOPES	Square Yard	1863	$1.29	$2,403.27	$4.00	$7,452.00	$1.00	$1,863.00		$1.85	$3,446.55	$2.06	$3,837.78	$1.00	$1,863.00	$2.00	$3,726.00
611-5551	Furnish and Install REST SIGN	Each	4	$150.00	$600.00	$50.00	$200.00	$100.00	$400.00		$120.00	$480.00	$51.50	$206.00	$150.00	$600.00	$295.00	$1,180.00
653-1501	THERMOPLASTIC SOLID TRAFT STRIPE, 5 IN. WHITE	Linear Foot/Feet	481	$0.96	$461.76	$4.00	$1,924.00	$3.00	$1,443.00		$2.75	$1,322.75	$1.03	$495.43	$2.00	$962.00	$2.00	$962.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN. WHITE	Linear Foot/Feet	33	$7.85	$259.05	$12.00	$396.00	$8.00	$264.00		$9.33	$307.89	$10.30	$339.90	$10.00	$330.00	$9.50	$313.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN. WHITE	Linear Foot/Feet	704	$3.63	$2,555.52	$7.00	$4,928.00	$6.00	$4,224.00		$3.75	$2,640.00	$5.15	$3,625.60	$4.00	$2,816.00	$6.00	$4,224.00
515-2015	Galv Steel Pipe Handrail	Linear Foot/Feet	80	$78.00	$6,240.00	$250.00	$20,000.00	$100.00	$8,000.00		$72.62	$5,809.60	$80.34	$6,427.20	$80.00	$6,400.00	$92.00	$7,360.00
611-3030	Reconstruct Storm Sew Manhole, Type 1	Each	1	$3,892.60	$3,892.60	$6,000.00	$6,000.00	$1,000.00	$1,000.00		$2,250.00	$2,250.00	$5,150.00	$5,150.00	$2,100.00	$2,100.00	$4,420.00	$4,420.00
163-0232	Temporary Grassing	Acre	1.6	$685.00	$1,096.00	$2,150.00	$3,440.00	$1,000.00	$1,600.00		$1,800.00	$2,880.00	$515.00	$824.00	$850.00	$1,360.00	$795.00	$1,272.00
700-6910	Furnish and Install PERMANENT GRASSING	Acre	1.3	$1,300.00	$1,690.00	$2,750.00	$3,575.00	$1,000.00	$1,300.00		$2,200.00	$2,860.00	$1,287.50	$1,673.75	$1,500.00	$1,950.00	$1,475.00	$1,917.50
		Total Bid Amount:		$474,493.49		$564,338.00		$503,394.00			$360,422.94		$376,323.95		$344,709.00		$445,903.00	
		Bidder Comments:		500-3800: Price is provided for 500-3800 Class A Concrete, Include Reinforced Steel (Bus Shelter Pad). Looks like this bid qty does not match with revised bid schedule provided in Addendum 4. Also, 500-3107 Class A Concrete, Retaining Wall item is missing from bid schedule. Therefore, overall total will not match with what is provided in Addendum 4 revised bid schedule.		**Non-Responsible & Non-Responsible:** Bidder did not submit Attachment "E" Required Forms. Bidder did not submit licenses and certifications as required in this solicitation		**Non-Responsible & Non-Responsible:** Bidder did not submit Attachment "E" Required Forms.		**Non-Responsible & Non-Responsible:** Bidder submitted the wrong Attachment "B" and did not submit the correct Attachment "B" provided for this solicitation	500-3800: The line item was revised to 11 Cy $1,120.00 per cy. This price includes reinforced Steel. If it stands @ 2 CY, this total price would be $4,220.00 total			**Non-Responsible & Non-Responsible:** Bidder did not submit Attachment "E" Required Forms.		
		Recommendation for Award:									**AWARD**							

Notes: Complete Site, LLC, Daf Concrete, Inc. and R&B Developer, Inc. have been deemed non-responsive to the solicitation and it's requirements. Bidder's did not complete and submit Attachment "E" - Required Forms for Federally Assisted Construction Projects. Double A&A Grade and Paving has been deemed non-responsive to the solicitation and it's requirements. Bidder did not submit Attachment "B" - Bid Cost Proposal (Bid Sheet) provided in the original solicitation or provided in Addendum No. 4. Bidder submitted the wrong Attachment "B". Bidder submitted Attachment "B" from RFP-0010-25, Sidewalk Design Services instead.

Recommendation for Award: Georgia Highway Cable Barrier, LLC is the lowest responsive and responsible bidder in response to this solicitation and it's requirements.

Prepared by: Tanisha Boynton, Procurement Manager/Procurement Official

CITB-0014-25, REBID FAIRINGTON ROAD SIDEWALK PROJECT								
BIDDER'S:	**Azimuth Contractors, LLC 5645 Enfield Way, Suwanee, Ga., 30024**	**Complete Site, LLC 706 Greenbelt Park CT, Canton, Ga. 30114**	**Daf Concrete, Inc. 212 Hicks Dr, Marietta, Ga., 30060, USA**	**Double A&A Grade and Paving 5415 Ahyoka Drive Morrow Ga, Morrow, Ga., 30260**	**Georgia Highway Cable Barrier, LLC 1122 Jimson Cir SE, Conyers, Ga., 30013**	**IP Construction, LLC 1301 Shiloh Rd STE 341, Kennesaw, Ga. 30144**	**R&B Developer, Inc. 4150 Suwanee Bend Drive, Suwanee, Ga., 30024**	**Sol Construction, LLC 4120 Presidential Pkwy, Suite 115, Atlanta, Ga., 30340**
Type of Business	**LLC - Georgia**	**LLC - Georgia**	**Inc. - Georgia**	**LLC - Georgia**	**LLC - Georgia**	**LLC - Georgia**	**Inc. - Georgia**	**LLC - Georgia**
License to work in the State of Georgia (Georgia Corporation Division)								
Business License in Georgia	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Special Terms and Conditions: Required Certicate(s)/License(s)								
Submitted Required Licenses/Certificate etc.	**Yes**	**No**	**Yes**	**Non-Responsive & Non-Responsible**	**Yes**	**Yes**	**Yes**	**Yes**
General Contractor License	**No**	**No**	**No**		**No**	**No**	**No**	**Yes**
Other Licenses: Certified Underground Utility and Excavation Contractor License	**No**	**No**	**Yes - Utility Foreman**		**No**	**No**	**Yes - Utility Foreman**	**Yes - Utility Contractor**
GDOT: Prequalified Contractor	**Yes**	**No**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Copy of Active/Current Business License:	**Yes**	**No**	**Yes - Dekalb County**		**No**	**Yes**	**No**	**No**
Attachment "A" - Bidders's Required Forms								
Bidder's Certification	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Statement of Qualifications & Acknowledgement of Addendum(s): **Four Addendums, 1 Addendum is for Q&A**	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Authorized Signatories	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Purchasing Policy Addendum	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Conflict of Interest Disclosure	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Affidavit Verification Status for City Public Benefit Application	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Drug-Free Workplace	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify)	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**

Georgia Security and Immigration Compliance Act Affidavit ("E-Verify) - Subcontractor Affidavit	**Yes**	**Yes**	**Yes**	**Non-Responsive & Non-Responsible**	**Yes**	**Yes**	**Bidder Note on Document: Will provide upon lower bid. Not completed (TB)**	**Yes**
Indeminification Clause	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Non-Collusion Affidavit	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Vendor Certification Regarding Scrutinized Companies List	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Trench Safety	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Proof of Insurability	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Bid Bond - Required with Submittal	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Proof of ability to obtain a Performance and Payment Bond	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
Schedule 1 and 2	**Yes**	**No**	**Yes**		**Yes**	**Yes**	**Yes - Submitted Blank**	**Yes**
Subcontractors List	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Not provided**	**Yes**
References: Three (3)	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
ADDITIONAL REQUIRED FORMS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS								
Tax Liability Certification	**Yes**	**No**	**No**	**Non-Responsive & Non-Responsible**	**Yes**	**Yes**	**No**	**Yes**
Debarment and Suspension Certification	**Yes**	**No**	**No**		**Yes**	**Yes**	**No**	**Yes**
Lobbying Certification	**Yes**	**No**	**No**		**Yes**	**Yes**	**No**	**Yes**
Buy America Certification	**Yes**	**No**	**No**		**Yes**	**Yes**	**No**	**Yes**
Build America, Buy America Certification (Construction Materials)	**Yes**	**No**	**No**		**Yes**	**Yes**	**No**	**Yes**
DBE/MBE/WBE etc.	**DBE**	**Did not specify or provide documents**	**DBE/LSBE**		**Did not specify or provide documents**	**SBE**	**Did not specify or provide documents**	**SBE**
Attachment "B" - Bid Cost Proposal Form - Bid Sheet								
Attachment "B" - Bid Cost Proposal Form - Bid Sheet: **Addendum No. 4**	**Yes**	**Yes**	**Yes**	**Non-Responsive & Non-Responsible**	**Yes**	**Yes**	**Yes**	**Yes**
ADDITIONAL REVIEW								
SAMs	**Yes - No Record**	**Yes**	**Yes**		**Yes**	**Yes - No Record**	**Yes**	**Yes**

Scrutinized Companies List	**Yes**	**Yes**	**Yes**	**Non-Responsive & Non-Responsible**	**Yes**	**Yes**	**Yes**	**Yes**
Debarment and Suspension	**Yes**	**Yes**	**Yes**		**Yes**	**Yes**	**Yes**	**Yes**
E-Verify	**Yes - No Record**	**Yes - No Record**	**Yes - No Record**		**Yes -No Record**	**Yes - Record Found**	**Yes -No Record**	**Yes - No Record**
EXCEPTIONS TAKEN TO CITB BY BIDDER	**None**	**None**	**None**		**None**	**None**	**None**	**None**
Additional Comment:		**Non-Responsive:** Bidder did not submit Attachment "E" Required Forms**.** Bidder did not submit Licenses and Certificates as required in the solicitation	**Non-Responsive:** Bidder did not submit Attachment "E" Required Forms.	**Non-Responsive & Non-Responsible:** Bidder did not submit Attachment "B" - Bid Cost Proposal Form provided in Addendum No. 4. Submitted form from different solicitation.			**Non-Responsive:** Bidder did not submit Attachment "E" Required Forms.	
Prepared by: Tanisha Boynton, Procurement Official								

REVISED

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0014-25 REBID, Fairington Road Sidewalk Project

*** NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: Georgia Highway Cable Barrier LLC

FEID #: 33-1663986

Address: 1122 Jimson Circle Se Conyers Ga 30013

Authorized Signature: Octavia D Smith Date: 10/27/2025 Phone: 404-200-3496 Fax: _____

E-mail: ghcablebarrier@gmail.com Printed / Typed: Octavia D Smith Title: Business Manager

MOBILIZATION AND MOT					
ITEM NO.	**ITEM**	**UNIT OF**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	Mobilization/Demobilization	LS	1	$ 7,000.00	$ 7,000.00
2	Maintenance of Traffic (MOT) – Traffic Control	LS	1	$ 63,000.00	$ 63,000.00
3	Landscape and Maintenance Services	YR	1	$ 6,500.00	$ 6,500.00
4	Tree Removal and Root Removal Services	LS	1	$ 5,500.00	$ 5,500.00
ROADWAY					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
210-0100	Grading (Complete)	LS	1	$ 50,000.00	$ 50,000.00
441-0104	Concrete Sidewalk, 4 IN	SY	1520	$ 49.17	$ 74,738.40
500-3107 (NEW ITEM)	**Class A Concrete, Retaining Wall (Raising Culvert Head Wall) The dowels and epoxy shall be included in the cost for the concrete**	**CY**	**2**	**$ 3,300.00**	**$ 6,600.00**
500-3800 **(REVISED)**	Class A Concrete, Include Reinforced Steel **(BUS SHELTER PAD)**	CY	**11**	$ 1,120.00	$ 12,320.00
515-2015 (NEW ITEM)	**Galv Steel Pipe Handrail**	**LF**	**80**	**$ 72.62**	**$ 5,809.60**
441-5008	Concrete Header Curb, 6 In, TP 7	LF	12	$ 23.20	$ 278.40
441-6222	Concrete Curb & Gutter, 8 IN X 30 IN, TP 2	LF	231	$ 37.00	$ 8,547.00
609-1000 **(REVISED)**	Remove Roadway Slab	SY	**274**	$ 32.00	$ 8,768.00
610-0355	Remove Concrete Curb & Gutter All Sizes	LF	182	$ 38.00	$ 6,916.00
610-1055	Remove Guardrail, TP W	LF	251	$ 42.00	$ 10,542.00
641-1200 **(REVISED)**	Furnish and Install New Guardrail, TP W	LF	**435**	**$ 80.00**	$ 34,800.00

641-5012	Furnish and Install Guardrail Anchorage, TP 12	EA	2	$ 3,500.00	$ 7,000.00
643-8200	Furnish and Install New Barrier Fence (Orange), 4 FT	LF	300	$ 2.00	$ 600.00

STORM DRAIN

ITEM NO.	ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	TOTAL PRICE
550-1180	Furnish and Install Storm Drainpipe, 18 IN., H 1-10	LF	8	$ 74.00	$ 592.00
550-4218	Furnish and Install Flared End Section, 18 IN Storm Drain	EA	1	$ 750.00	$ 750.00
611-3030 (NEW ITEM)	**Reconstruct Storm Sew Manhole, Type 1**	**EA**	**1**	**$ 2,250.00**	**$ 2,250.00**
668-4300	Furnish and Install Storm Sewer Manhole, TP 1	EA	1	$ 2,250.00	$ 2,250.00

EROSION CONTROL

ITEM NO.	ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	TOTAL PRICE
162-1300 **(REVISED)**	Furnish and Install Erosion Control Check Dam, Type	EA	**15**	**$ 65.00**	**$ 975.00**
163-0232 **(REVISED)**	Temporary Grassing	**AC**	**1.6**	**$ 1,800.00**	**$ 2,880.00**
163-0240 **(REVISED)**	Furnish and Install Mulch	TN	**23**	**$ 352.00**	**$ 8,096.00**
165-0030 **(REVISED)**	Maintenance of Temporary Silt Fence, TP C	LF	**1260**	**$ 0.90**	**$ 1,134.00**
165-0040 **(REVISED)**	Maintenance of Erosion Control Check Dams / Ditch Checks	EA	**8**	**$ 0.90**	**$ 7.20**
167-1000	Water Monitoring and Sampling Services	EA	20	$ 250.00	$ 5,000.00
171-0030 **(REVISED)**	Furnish and Install Temporary Silt Fence, Type C	LF	**2520**	**$ 6.00**	**$ 15,120.00**
700-6910 **(REVISED)**	Furnish and Install Permanent Grassing	**AC**	**1.3**	**$ 2,200.00**	**$ 2,860.00**

700-7010 (REVISED)	Furnish and Apply Liquid Lime	GL	4	$ 56.00	$ 224.00
700-8000 (REVISED)	Furnish and Apply Fertilizer Mixed Grade	TN	1.2	$ 870.00	$ 1,044.00
700-8100 (REVISED)	Furnish and Apply Fertilizer Nitrogen Content	LB	65	$ 1.91	$ 124.15
716-2000 (REVISED)	Furnish and Install Erosion Control Mats, Slopes	SY	1863	$ 1.85	$ 3,446.55

SIGNAGE AND MARKING

ITEM NO.	ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	TOTAL PRICE
611-5551	Rest Signs	EA	4	$ 120.00	$ 480.00
653-1501 (REVISED)	Thermoplastic Solid Traffic Stripe, 5 IN. White	LF	481	$ 2.75	$ 1,322.75
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN. White	LF	33	$ 9.33	$ 307.89
653-1804 (REVISED)	Thermoplastic Solid Traf Stripe, 8 IN. White	LF	704	$ 3.75	$ 2,640.00
			TOTAL COST:	$	360,422.94

TOTAL COST IN WORDS: three hundred sixty thousand, four hundred twenty-two and ninety-four cents

Key:

LS - Lump sum **EA - Each** **SF – Square Foot** **AC – Acre** **LF - Linear Feet** **TN - Ton**

LBS - Pounds **FT - Feet** **SY - Square Yard** **TP - Type** **CY - Cubic Yard** **GL - Gallon**

THE CITY OF STONECREST GEORGIA

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Georgia Highway Cable Barrier LLC — NAME OF BUSINESS

ghcablebarrier@gmail.com — E-MAIL ADDRESS

BY: Octavia D Smith

SIGNATURE OF AUTHORIZED OFFICER OR AGENT

Octavia D Smith Business Manager

PRINTED NAME AND TITLE

1122 Jimson Circle SE

MAILING ADDRESS

Conyers, Georgia 30013

CITY, STATE, ZIP CODE

770-679-1650 Office/ 404-200-3496 Cell

TELEPHONE NUMBER

TYPE: LLC

Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker

Notary Public Signature

(SEAL)

SHARON TUCKER

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: 5/2029

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): Georgia Highway Cable Barrier LLC

Address: 1122 Jimson Circle SE

City: Conyers State: Georgia Zip: 30013

Telephone No. 770-679-1650 Office/ 404-200-3496 Cell FAX No. _____ Email: ghcablebarrier@gmail.com

Does your firm qualify for SBE MBE or WBE status: **SBE ✓ MBE __ WBE ✓ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	9/30/25				
2	9/30/25				
3	10/6/25				

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: Octavia D Smith **Signature:** Octavia D. Smith

Title: Business Manager **Date:** 10/02/2025

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
Solomon J Smith	Project Manager	678-927-5158

Authorized Signature / Name

Date: 10/02/2025

Business Manager
Title

Federal Employer I.D. No. (FEIN): 33-1663986

Georgia Highway Cable Barrier LLC
Legal Business Name

Dun and Bradstreet No.: 134122537

Website Address: ghcablebarrier.com

Principal Place of Business Address: 1122 Jimson Circle SE Conyers, Georgia 30013
(City/County/State)

Telephone Number: 770-679-1650 Office/ 404-200-3496 Cell

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
✓ Other - Specify LLC

(b) State of Incorporation: Georgia

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by Octavia D Smith (Authorized Officer or Agent Print) the Business Manager/ (Title)

of Georgia Highway Cable Barrier LLC (Name of Company)

Octavia Smith
SIGNATURE

10/02/2025
DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia D Smith

Company/Firm Name: Georgia Highway Cable Barrier LLC

Address: 1122 Jimson Circle SE Conyers, Georgia 30013

Phone: 770-679-1650 Office/ 404-200-3496 Cell E-mail Address: ghcablebarrier@gmail.com

Date: 10/02/2025

THE CITY OF STONECREST GEORGIA

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, 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 Contractor's employees during the performance of the Contract; and

(2) Each Contractor 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 Georgia Highway Cable Barrier LLC (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. 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.

THIS CERTIFICATION is submitted by Octavia D Smith (Authorized Officer or Agent Print) the Business Manager (Title)

of Georgia Highway Cable Barrier LLC (Name of Company)

Octavia D Smith
Signature

10/02/2025
Date

Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 05/2029

(SEAL)

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

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

Contractor(s) Name: Georgia Highway Cable Barrier LLC

Address: 1122 Jimson Circle SE Conyers, Georgia 30013

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.GA. § 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.

2645172
E Verify ™ Company Identification Number

March 11, 2025
Date of Authorization

BY: Octavia D Smith
(Authorized Officer or Agent)

Business Manager
Title

Date: 10/02/2025

*** 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.

Other Identifying Number: N/A

The foregoing instrument was acknowledged before me this 02 day of October 20 25 by Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

(SEAL)

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: 5/30 29

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

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:

2718324
Federal Work Authorization User Identification Number

July 02, 2025
Date of Authorization

GA Finest Concrete LLC
Name of Subcontractor

Fairington Road Sidewalk Project
Name of Project

CITY OF STONECREST
Name of Public Employer

The foregoing instrument was acknowledged before me this 02 day of October 2025, by Noe U Rivas, who is (who are) personally known to me or who has produced DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

(SEAL)

Commission Number: _____

Commission Expires: 5/2029

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

INDEMINIFICATION CLAUSE

Contractor 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 Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, 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 Contractor under this Section 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 Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Octavia D Smith Business Manager — Bidder's Name

Octavia D Smith — Signature

10/02/2025 — Date

State of Georgia

County of Rockdale

The foregoing instrument was acknowledged before me this 02 day of October 2025 by Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 5/2029

(SEAL)

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

THE CITY OF STONECREST GEORGIA

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

Octavia D Smith
Bidder's Name

Octavia D Smith
Signature

Business Manager
Title

10/02/2025
Date

Georgia Highway Cable Barrier LLC
Company/Firm Name

1122 Jimson Circle SE Conyers, Georgia 30013
Address

770-679-1650 Office/ 404-200-3496 Cell
Phone Number

ghcablebarrier@gmail.com
E-Mail Address

The foregoing instrument was acknowledged before me this 02 day of October 2025, by Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

(SEAL)

Commission Number: _____ Commission Expires: 5/2029

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

829

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Georgia Highway Cable Barrier LLC
Vendor FEIN: 33-1663986
Vendor's Authorized Representative Name and Title: Octavia D Smith Business Manager
Address: 1122 Jimson Circle SE
City: Conyers State: Georgia Zip: 30013
Phone Number: 404-200-3496
Email Address: ghcablebarrier@gmail.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia D Smith

Date: 10/02/2025

THE CITY OF STONECREST GEORGIA

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his/her bid and in the Total Bid Price are costs for complying with the Georgia Underground Facility Protection Act (GUFPA). The Bidder further identifies the costs of such compliance to summarized below:

Trench Safety Measures (Describe)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. installation of supports	Linear feet	$65 per hour	24	$1560.00
B. Shoring	Linear feet	$150	5	$750.00
C. Shielding (Trench Boxes)	Linear feet	$575 weekly	1	$575.00
D. Access and Egres	Linear feet	$25 day	5	$125.00

The Bidder certifies that all trench excavation done within his/her control in excess of five (5') feet in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R.s. 1926.650 Subpart P. and the Georgia Underground Facility Protection Act (GUFPA).

Failure to complete the above may result in a non-responsive, non-responsible determination.

Date: 10/02/2025

Name: Octavia D Smith Signature: Octavia D Smith

Title: Business Manager

State of Georgia

County of Rockdale

The foregoing instrument was acknowledged before me this 02 day of October 2025 by Octavia D Smith, who is (who are) personally known to me or who has produced Passport/DL as identification and who did (did not) take an oath.

Sharon Tucker
Notary Public Signature

SHARON TUCKER
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: 5/2029

(SEAL)

SHARON TUCKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 05/28/2029

INSURANCE

BIDDERS **MUST** SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

CERTIFICATE OF LIABILITY INSURANCE

DA 1(Item XIII. d.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Next Insurance US Company	16285
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Georgia Highway Cable Barrier
1122 Jimson Cir SE
Conyers, GA 30013

COVERAGES **CERTIFICATE NUMBER:** 515847453 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTWV9JF4C-00-GL	01/14/2025	01/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		NXTWV9JF4C-00-GL	01/14/2025	01/14/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTWV9JF4C-00-GL	01/14/2025	01/14/2026	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Stonecrest. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. General Liability coverage applies for operations in Georgia. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Stonecrest
3120 Stonecrest Blvd
Stonecrest, GA 30038

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT : If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on This certificate does not confer rights to the certificate holder in lieu of such an endorsement(s).

PRODUCER	CONTACT NAME:	
WE INSURE THINGS 400 GRANBY ST NORFOLK, VA 235101970	PHONE (A/C. No. Ext.):	FAX (A/C. No. Ext.):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GEORGIA HIGHWAY CABLE BARRIER LLC 1122 JIMSON CIR SE CONYERS, GA 30013-2058	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS BELOW	N/A		UB-A411290-0-25	07/23/2025	07/23/2026	X PER STATUTE ☐ OTH -ER	
							E.L. EACH ACCIDENT	$1000000
							E.L. DISEASE– EA EMPLOYEE	$1000000
							E.L. DISEASE – POLICY LIMIT	$1000000
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF STONECREST
3120 STONECREST BLVD #190
STONECREST, GA 30038

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/0[illegible]/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER BIBERK PO Box 3300 Wilkes-Barre PA 18773	CONTACT NAME:	
	PHONE (A/C. No. Ext): 844-472-0967	FAX (A/C. No): 203-654-3613
	E-MAIL ADDRESS: CustomerService@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkshire Hathaway Direct Insurance Company	10391
INSURED Georgia Highway Cable Barrier LLC 1122 Jimson Cir SE Conyers GA 30013	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS – COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE AUTHORITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		**0065633-01-CA**	**07/25/2025**	**07/25/2026**	COMBINED SINGLE LIMIT (Ea accident)	**$1,000,000.00**
							BODILY INJURY (Per Person)	**$N/A**
							BODILY INJURY (Per accident)	**$N/A**
							PROPERTY DAMAGE (Per accident)	**$N/A**
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E. L. EACH ACCIDENT	$
							E. L. DISEASE – EA EMPLOYEE	$
							E. L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is recorded in the insurer's records as a loss payee for 2008 FORD F350 1FTWW32Y98EE37720 with limit of $15000

CERTIFICATE HOLDER

CITY OF STONECREST
3120 STONECREST BLVD #190
STONECREST, GA 30038

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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biBerk
a Berkshire Hathaway Company

GEORGIA LIABILITY INSURANCE IDENTIFICATION CARD

COMPANY NAME & ADDRESS

BERKSHIRE HATHAWAY DIRECT INSURANCE COMPANY
1314 DOUGLAS STREET
SUITE 1400
OMAHA NE 68102-1944

CO TELEPHONE NUMBER

844-472-0967

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
0065633-01-CA	**07/25/2025**	**07/25/2026**

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2008	**FORD F350**	**1FTWW32Y98EE37720**

ENTITY ISSUING CARD

BIBERK
PO BOX 3300
WILKES-BARRE PA 18773

INSURED

Georgia Highway Cable Barrier LLC
1122 Jimson Cir SE
Conyers GA 30013

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-5937 GA (11/2018)

CUT ALONG THIS LINE

KEEP THIS CARD IN YOUR MOTOR VEHICLE WHILE IN OPERATION

Report All Accidents To:
1-844-472-0967

24 Hour Toll Free

Claims may also be reported at:
claims@biberk.com

The current status of actual motor vehicle liability coverage is maintained by the Georgia Dept. of Motor Vehicle Safety and is accessible to law enforcement agencies upon a check of the vehicle registration.

CUT ALONG THIS LINE

PERFORMANCE BOND

BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of $100,000.00; however, the City may also require bonds for construction contracts valued at less than $100,000.00 of for any non-construction contracts.

Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

The Contractor shall furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

Gmail Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

RE: Bid Bond Request - GHCB

1 message

Chris Morrow <chris@bondingsolutions.com> Thu, Oct 30, 2025 at 2:38 PM
To: Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

That is what the bid bond guarantees. Bonding requirements are referring to the *Successful Bidder* must furnish the P&P bond. That will be determined when the lowest bidder is chosen.

CHRIS MORROW

BONDING SOLUTIONS, LLC

A: 1635 N Greenfield RD, STE 127, Mesa, AZ 85205

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From: Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
Sent: Thursday, October 30, 2025 11:33 AM
To: Chris Morrow <chris@bondingsolutions.com>
Subject: Re: Bid Bond Request - GHCB

Hey Chris,

First of all, thank you. For the Performance Bond they want us to submit a letter of proof of the ability to obtain a performance and payment bond. Look at the Performance and Payment Bond requirement.

On Thu, Oct 30, 2025 at 1:25 PM Chris Morrow <chris@bondingsolutions.com> wrote:

> Thanks again and good luck! See attached for the bid bond.
>
> **CHRIS MORROW**
>
> BONDING SOLUTIONS, LLC
>
> A: 1635 N Greenfield RD, STE 127, Mesa, AZ 85205

CONFIDENTIALITY NOTICE: The information in this e-mail message is confidential and for the sole use of the intended recipient. If you are not the intended recipient, any dissemination, distribution, copying, or use of this information is strictly prohibited. If you received this communication in error, please notify the sender immediately. Bonding Solutions is not responsible for errors, omissions, or personal comments in this e-mail message.

From: Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
Sent: Wednesday, October 29, 2025 7:24 AM
To: Chris Morrow <chris@bondingsolutions.com>
Subject: Bid Bond Request - GHCB

Good Morning,

Please see the bid bond request for Stonecrest.

Thank you

BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

SCHEDULE 1

BID NUMBER: CITB-0014-25 LIAISON: Octavia Smith

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS

ENTERPRISE TO: Georgia Highway Cable Barrier LLC
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

✓ an individual _____ a corporation _____ a partnership _____ a joint venture

____ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

The project involves constructing approximately 2,275 linear feet of sidewalk that will be 5 feet wide and 4 inches thick

as the following price: $ 360,422.94 .

three hundred sixty thousand, four hundred twenty-two and ninety-four cents

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
	TBD	TBD

100 % of the dollar value will be awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

Georgia Highway Cable Barrier LLC
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: 11/12/2025 BY: Octavia Smith
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-1

SCHEDULE 2

N/A

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

BID NUMBER:_____ LIAISON:_____

TO: Georgia Highway Cable Barrier LLC
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

✓ an individual _____ a corporation _____ a partnership _____ a joint venture

____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

The project involves constructing approximately 2,275 linear feet of sidewalk that will be 5 feet wide and 4 inches thick

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____% of the dollar value will be awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF LOCAL CONTRACTOR)

DATE:_____

BY:_____
(SIGNATURE OF LOCAL CONTRACTOR)

WE ARE OUT OF STONE CREST LIMITS. WE ARE OUT OF CONYERS, GA

SCH-2

SUBCONTRACTORS

Please provide a list of Subcontractors that will be used to complete the work requested herein

Company Name: GA Finest Concrete LLC

Address: 15 Waterloch Ct, Lawrenceville, GA 30043

Phone Number: (323) 246-5633 E-mail: gafinestconcrete@gmail.com

License Held: Georgia License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: SEPTEMBER 30, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING DATE CHANGE:**
   ORIGINAL:
   October 15, 2025 at 10:30am

   REVISED:
   October 14, 2025 at 10:30am

   ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

2. **ADD BID OPENING MICROSOFT TEAMS MEETING INFORMATION:**
   Microsoft Teams meeting
   Join on your computer, mobile app or room device
   Meeting ID: 210 962 045 388 9
   Passcode: WF97xN34

   ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Georgia Highway Cable Barrier LLC

NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: 09/30/2025

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO

DATE: SEPTEMBER 30, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ADD MBE WBE RESIDENT SELF-CERTIFIED SUBCONTRACTORS FORM AND LIST OF DEKALB COUNTY LSBEs**

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Georgia Highway Cable Barrier LLC
NAME OF COMPANY

Octavia D Smith Digitally signed by Octavia D Smith DN: C=US, E=ghcablebarrier@gmail.com, O=Gerogia Highway Cable Barrier LLC, OU="Business Manager ", CN="Octavia D Smith" Date: 2025.09.30 14:00:01-04'00'
BIDDER'S

SIGNATURE DATE: 09/30/2025

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. THREE

DATE: OCTOBER 6, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING DATE CHANGE:**
ORIGINAL:
October 14, 2025, at 10:30am

REVISED:
October 14, 2025, at 1:00pm

ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Georgia Highway Cable Barrier LLC

NAME OF COMPANY **BIDDER'S**

SIGNATURE DATE: 10/06/2025

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. FOUR

DATE: OCTOBER 27, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ATTACHMENT "B" – BID COST PROPOSAL FORM (BID SHEET):**
REVISED:
BIDDER' SHALL USE THE ATTACHED REVISED ATTACHMENT "B" TO SUBMIT PRICES. THE BID LINE ITEMS IN THE SOLICITATION HAVE ALSO BEEN UPDATED.

   - Line Items Have Been Removed
   - New Line Items Have Been Added
   - Quantities Have Been Revised
   - Unit Of Measurements Have Been Revised

ALL OTHER INFORMATION IN THIS SECTION SHALL REMAIN THE SAME

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Georgia Highway Cable Barrier LLC
NAME OF COMPANY

Octavia D Smith Business Manager
BIDDER'S

SIGNATURE DATE: 10/27/2025

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

FAIRINGTON ROAD SIDEWALK PROJECT
CITB-0014-25 REBID

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO

DATE: SEPTEMBER 30, 2025

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **ADD MBE WBE RESIDENT SELF-CERTIFIED SUBCONTRACTORS FORM AND LIST OF DEKALB COUNTY LSBEs**

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, November 12, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

Georgia Highway Cable Barrier LLC
NAME OF COMPANY

Octavia D Smith
BIDDER'S

SIGNATURE DATE: 10/30/2025

LANGSTON UNIVERSAL LANDSCAPE LLC 678-410-2173
TREES DUST CONTROL- langstonuniversallandscape@yahoo.com

LINCOLN TRUCKING - 404-840-7576 lincolntruckinginc@gmail.com
- HAULING

LORI'S TRANSPORTATION & EXCAVATION LLC 404-551-5694
L Milling, PAVING loric@lorispaving.com

MC TRUCKING COMPANY INC. 770.482-0470
HAULING SERVICES mctruckinginc@comcast.net

MKSTIC TRUCKING LLC - 470-881-0202
- HAULING SERVICES MKSTICTRUCKING@GMAIL.COM

MERCEDES CONSTRUCTION GROUP LLC - 404-434-4066
CONSTRUCTION SERVICES - STORM DRAIN gabriela@pcgatl.com

PINK LADIES TRAFFIC CONTROL - 404-840-4792
Jiyoungnguyen@gmail.com

SCOTT HAULING TRUCKING SERVICES LLC 404-840-9009
HAULING - johson2884@bellsouth.net

SDSC INC - 404-288-2205 sdandcinc@yahoo.com
CURB: GUTTER, STORM DRAIN, RAMPS

SUMMIT CONSTRUCTION & DEVELOPMENT
HAULING

TRAFFIC TROOPERS INC - 404-997-9676
TRAFFIC CONTROL admin@troopers.com

AOT INC HAULING 470-869-1275 aotinc@yahoo.com

ANGIE ENTERPRISE 770-482-0476 HAULING angierbryan@gmail.com

ATLANTA UTILITY CONSTRUTION - 404-465-5493
↳ CONSTRUCTION, SEWER, STORM DRAIN robinsonrd@auc-atlanta.com

AUTACO DEVELOPMENT LLC 404-559-1805 acooper@auta.com
CURB GUTTER - SEWER - STORM DRAIN - SIDEWALK - DRIVEWAY

CATLIN CONSTRUCTION 404-285-7996 Sandragriffin@catin-construction.com
- STORM DRAIN

CHARTER CONSTRUCTION SERVICES IIN 770-235-5992
EROSION CONTROL KAK@CHARTERS.COM

CIVILWORKS INC 404-787-2846 Info@civilwork.us
- STORM DRAIN

DD SEWER INSPECTION SERVICES - 678-638-9859
- STOR DRAIN ddsewer@yahoo.com

DMT TRANSPORTATION 470-728-7064 dthompson@dmttransportga.com
- HAULING

FM SHELTON INC 404-234-8062 fawn@fmshelton.com
CONCERTE PIPE

G & J TRUCKING LLC 404-480-8804 gilbrado29yahoo.com
- HAULING

G's HAULING - 770-658-9115 GSHAULINGATLANTA@GMAIL.COM
- HAULING

GEORGIA SWER AND STORM LLC 470-589-1443
- STORM DRAIN gss@ga[illegible] SEWERST[illegible]M.C[illegible]

Item XIII. d.

Gmail Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com> Thu, Oct 30, 2025 at 4:49 PM
To: mctruckinginc@comcast.net

EMAIL FAILED

Dear Evening

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: CONTACTED COMPANIES WEB SITE

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Gmail Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Road

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
To: lincontruckinginc@gmail.com

Thu, Oct 30, 2025 at 3:47 PM

Attachment D - Site and Design Plans Additional Scope of Work.pdf

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: 404-940-7576 CALL ED FOR MORE INFORMATION

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

achments: I have attached the project plans

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com> Thu, Oct 30, 2025 at 4:51 PM
To: mystictrucking@gmail.com

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: 470-991.0202 CALLED FOR INFORMATION

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
To: sdandclnc@yahoo.com

Thu, Oct 30, 2025 at 5:15 PM

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: WAS ABLE TO SENT CONTRACT INFOR TO WEB SITE.

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

Attachments: I have attached the project plans

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Attachment D - Site and Design Plans Additional Scope of Work.pdf

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com> Thu, Oct 30, 2025 at 5:24 PM
To: acopper@auta.com

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: unable to LOOKup COMPANIES INFO

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

Attachments: I have attached the project plans

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Attachment D - Site and Design Plans Additional Scope of Work.pdf

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
To: kay@charters.com

Thu, Oct 30, 2025 at 5:28 PM

Attachment D - Site and Design Plans Additional Scope of Work.pdf

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please identify what Line items that you can perform and give a quote.

Project Overview: WENT TO WEBSITE NOT ENOUGH INFORMATION ON COMPANY PROFILE

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
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Furnish And Install Fertilizer Nitrogen Content	Pound	65
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Furnish And Install Rest Sign	Each	4
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Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

achments: I have attached the project plans

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
To: sandragriffin@catlin-construction.com

Thu, Oct 30, 2025 at 5:25 PM

Attachment D - Site and Design Plans Additional Scope of Work.pdf

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: NOT ENOUGH INFORMATION ABOUT THE COMPANY - THE WEBSITE SEEM TO BE INACTIVE

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
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Furnish And Install Fertilizer Nitrogen Content	Pound	65
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Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

achments: I have attached the project plans

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

Additional Questions: Please contact Octavia Smith @ ghcablebarrier@gmail.com

Please provide a comprehensive quote that includes materials, labor, and all associated costs. We look forward to hearing from you.

Thank you,

Octavia D Smith

404-200-3496

Gmail

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>

Stonecrest - Fairington Sidewalk Project

1 message

Georiga Highway Cable Barrier <ghcablebarrier@gmail.com>
To: dthompson@dmttransportation.com

Thu, Oct 30, 2025 at 5:31 PM

Dear Evening EMAIL FAILED

My name is Octavia Smith with GHCB, and I am looking for a quote for the services you can provide on a project at Fairington Road in Stonecrest, Ga. Please Identify what Line items that you can perform and give a quote.

Project Overview: SENT INFORMATION THROUGH COMPANY WEBSIT DMT TRANSPORTION LLC

Description	UOM	Quantity
Landscape And Maintenance Services	Year	1
Tree Removal And Root Removal Services	Lump-Sum	1
Remove Guardrail, Tp W	Linear Foot/Feet	251
Furnish And Install New Guardrail, Tp W	Linear Foot/Feet	435
Furnish And Install Guardrail Anchorage, Tp 12	Each	2
Furnish And Install New Barrier Fence (Orange), 4 Ft	Linear Foot/Feet	300
Furnish And Install Storm Drain Pipe, 18 In, H 1-10	Linear Foot/Feet	8
Furnish And Install Flared End Section, 18 In Storm Drain	Each	1
Furnish And Install Storm Sewer Manhole, Tp 1	Each	1
Furnish And Install Erosion Control Check Dam, Type	Each	15
Furnish And Install Mulch	Ton	23
Maintenance Of Temporary Silt Fence, Tp C	Linear Foot/Feet	1260
Maintenance Of Erosion Control Checkdams/Ditch Checks	Each	8
Water Monitoring And Sampling Services	Each	20
Furnish And Install Temporary Silt Fence, Type C	Linear Foot/Feet	2520
Furnish And Install Liquid Lime	Gallon	4
Furnish And Install Fertilizer Mixed Grade	Ton	1.2
Furnish And Install Fertilizer Nitrogen Content	Pound	65
Furnish And Install Erosion Control Mats, Slopes	Square Yard	1863
Furnish And Install Rest Sign	Each	4
Thermoplastic Solid Traft Stripe, 5 In. White	Linear Foot/Feet	481
Thermoplastic Solid Traf Stripe, 24 In. White	Linear Foot/Feet	33
Thermoplastic Solid Traf Stripe, 8 In. White	Linear Foot/Feet	704
Galv Steel Pipe Handrail	Linear Foot/Feet	80
Reconstruct Storm Sew Manhole, Type 1	Each	1
Temporary Grassing	Acre	1.6
Furnish And Install Permanent Grassing	Acre	1.3

Attachments:

Desired Timeline: If we win the bid, the project will start in January with a 120-completion time

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

February 26, 2025

CERTIFICATE OF REGISTRATION
Vendor ID: 19434

Georgia Highway Cable Barrier LLC
1122 Jimson Circle SE
Conyers, GA 30013

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 Registration is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING:	**$3,300,000.00**
CERTIFICATE EXPIRES:	**February 28, 2027**
PRIMARY WORK CLASS/CODE:	**643**
SECONDARY WORK CLASS(ES)/CODE(S):	**441**

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 Subcontractor may request an extension of its current registration **prior** to the expiration date of the registration 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 registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor 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 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,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:NB

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

BIDDER'S THAT DO NOT INCLUDE COMPLETED CERTIFICATIONS WILL BE DEEMEND NONRESPONSIVE.

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

This project is funded wholly (or in part) by the Community Development Block Grant Program. Since this is a federally funded project, there are a number of federal requirements that must be followed, including the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) and others.

The contractor is responsible for labor standards compliance of all subcontractors and lower-tier contractors and for ensuring that the Labor Standard Provisions for this project and the applicable wage decisions are included in all subcontractors and lower-tier contracts. In addition to complying with federal regulations, the contractor is also –required to attend a pre-construction meeting with the DeKalb County Community Development staff prior to starting construction.

Below are basic explanations of the relevant regulations, which the contract must comply. The following is a list of federal requirements which must be included in the Request for Proposals:

Fair Housing and Equal Opportunity

Title VI of the Civil Rights Act of 1964, As amended:
No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

Age Discrimination Act of 1975, As Amended:
Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin or sex.

Handicapped Accessibility

Americans with Disabilities Act:
The Act provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services and telecommunications. The Act also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. This Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

Section 504:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs on the basis of handicap.

Architectural Barriers Act of 1968:
Federal and Federally-funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

Employment and Contracting

Equal Employment Opportunity, Executive Order 11246, as amended:
Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000.

Section 3 of the Housing and Urban Development Act of 1968:
Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG will be provided to low-income persons residing in the program service area. To the greatest extent feasible, contracts for work to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.

Minority/Women's Business Enterprise:
Grantees must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts.

Davis-Bacon and Related Acts:
Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

The Contract Work Hours and Safety Standards Act (CWHSSA)
This Act requires time and one-half pay for any overtime hours worked on the covered project. Overtime hours is defined as hours worked in any one workweek in excess of 40 hours.

The Copeland Act (Anti-Kickback Act)
This Act prohibits any employer from requiring a laborer or mechanic to kickback any part of their wages. In accordance with this Act, every employer (contractors and subcontractors) must submit weekly payrolls for review.

Fair Labor Standards Act:
Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Conflict-of-Interest:
In accordance with 24 CFR 570.611, no person who exercises (or has exercised) any functions or responsibilities with respect to CDBG activities (or who is in the position to participate in decisions or gain inside information) may obtain a financial interest or benefit from a CDBG activity or have an interest in any contract, subcontract, or agreement for themselves or for persons with business or family ties.

Any questions regarding the above information can be directed to the DeKalb County Community Development Department, at (404) 371-2727.

TAX LIABILITY CERTIFICATION.

[This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.]

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and

3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Georgia Highway Cable Barrier LLC

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia D Smith

Date: 10/07/2025

DEBARMENT AND SUSPENSION CERTIFICATION.

[This certification applies to contracts and subcontracts in excess of $25,000 and all contracts and subcontracts for federally-required audits. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

Check one box below (and provide explanation if necessary):

☑ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

– OR –

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Georgia Highway Cable Barrier LLC

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia Smith

Date: 10/07/2025

LOBBYING CERTIFICATION.

[This certification applies contracts and subcontracts in excess of $100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Georgia Highway Cable Barrier LLC

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia Smith

Date: 10/07/2025

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

BUY AMERICA CERTIFICATION.

[This certification applies to contracts over $150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]

If this Offer is valued in excess of $150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5),** the Proposer hereby certifies that it:

☑ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

– OR –

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Georgia Highway Cable Barrier LLC

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia Smith

Date: 10/07/2025

BUILD AMERICA, BUY AMERICA CERTIFICATION (CONSTRUCTION MATERIALS).

[This certification applies to federally-funded infrastructure projects.]

The Proposer hereby certifies that it:

☑ Will comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project.

– OR –

☐ Cannot comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project, but it may qualify for an exception to the requirements pursuant to Section 70914(b) of the Build America, Buy America Act.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: Georgia Highway Cable Barrier LLC

Name: Octavia D Smith

Title: Business Manager

Signature: Octavia D Smith

Date: 10/07/2025

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. 2025-03-07

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF STONECREST, GEORGIA TO ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING ADMINISTERED BY DEKALB COUNTY IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($500,000.00) FOR THE FAIRINGTON ROAD SIDEWALK PROJECT; TO EXECUTE ANY NECESSARY GRANT AGREEMENTS OR SUPPORTING DOCUMENTATION FOR ACCEPTANCE OF THE CDBG FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing body of the City of Stonecrest, Georgia (the "City") is the Mayor and Stonecrest City Council ("City Council"); and

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; and

WHEREAS, the DeKalb County (the "County") administers Community Development Block Grant ("CDBG") funding to develop "viable urban communities" principally benefiting low-to-moderate income individuals and neighborhoods; and

WHEREAS, the City desires to develop a walkable community and provide pedestrian access to the public throughout the City; and

WHEREAS, the City has identified sidewalks and trails that are viable in providing alternate travel and access to critical public transport that are missing sidewalk sections; and

WHEREAS, the sidewalk along Fairington Road is one of the priority projects for the City that has ten bus stops and a popular walking path for pedestrians ("Fairington Road Sidewalk Project"); and

WHEREAS, the County submitted its 2024-2028 Consolidated Plan to include the 2024 Annual Action Plan and funding for the Fairington Road Sidewalk Project; and

WHEREAS, staff applied for CDBG funding and proposes that the City accept grant funding for the Fairington Road Sidewalk Project; and

WHEREAS, the total CDBG funding is FIVE HUNDRED THOUSAND Dollars and zero cents ($500,000.00); and

WHEREAS, the City seeks approval from the City Council to accept the CDBG funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, that the mayor, city manager or designee is hereby authorized to execute any necessary grant agreement or supporting documentation with DeKalb County for acceptance of the Community Development Block Grant Funds for the Fairington Road Sidewalk Project in an amount not to exceed FIVE HUNDRED THOUSAND Dollars and zero cents ($500,000.00).

BE IT FURTHER RESOLVED: All resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

BE IT FINALLY RESOLVED: The City Manager or her designee, in consultation with the City Attorney, is directed to prepare all appropriate documents.

[SIGNATURES ON THE FOLLOWING PAGE]

SO RESOLVED, this 24th day of March, 2025.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

City of Stonecrest CORPORATE SEAL 2017 Georgia

APPROVED AS TO FORM:

City Attorney

DeKalb County
GEORGIA

404.371.2727 (o)
DeKalbCountyGa.gov

Community Development
178 Sams Street, Suite A-3500
Decatur, GA 30030

Chief Executive Officer
Michael L. Thurmond

Board of Commissioners

District 1
Robert Patrick

District 2
Michelle Long Spears

District 3
Nicole Massiah

District 4
Steve Bradshaw

District 5
Mereda Davis Johnson

District 6
Edward "Ted" Terry

District 7
Ladena Bolton

January 6, 2025

Honorable Jazzmin Cobble,
Mayor
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

SUBJECT: Community Development Block Grant Funding (CDBG) – FY 2024

Dear Mayor Cobble:

It is my pleasure to inform you that the City of Stonecrest has been selected as a recipient of DeKalb County's 2024 CDBG funding.

On July 22, 2024, the County submitted its 2024-2028 Consolidated Plan to include the 2024 Annual Action Plan. The budget includes a funding amount of $500,000 for the Farrington Road Sidewalk Project. Community Development staff, Byron Campbell will contact you to work with your staff to move forward with the contract process.

The County applauds Stonecrest for the work that you do in addressing the needs of low-to-moderate income individuals and neighborhoods. We look forward to your participation in the CDBG program. If you have any questions regarding this award please contact Byron Campbell, Grants Manager at (404) 371-2467.

Sincerely,

Allen Mitchell
Director

JAZZMIN RANDALL COBBLE
MAYOR

April 8, 2024
Allen Mitchell
Director
Community Development Department
750 Commerce Drive
Decatur, GA 30030

RE: Letter of Request for Community Development Block Grant (CDBG) Funding 2024

Dear Mr. Mitchell:

The City of Stonecrest is pleased to submit this letter of Request for 2024 Community Development Block Grant (CDGB) funding. Because the primary purpose of the CDBG Program is to develop "viable urban communities", principally benefiting low-to moderate-income persons, the existing demographics of the City of Stonecrest make it an ideal recipient for CDBG funding. Our primary focus is to develop a walkable community and provide pedestrian access to the public throughout the city.

The city recently completed Bicycle, Pedestrian Trail Plan identifies sidewalks and Trails that are viable in providing alternate travel mode, provides critical access to public transport and missing sidewalk sections. The sidewalk along Fairington Road is one of the priority projects for the City of Stonecrest. Fairington Road has ten MARTA Bus Stops and has only Apartments along the southside and I-20 on the northside. Residents of these Apartment walk along the unsafe shoulder to take MARTA bus to work and for shopping. There are several accidents within this stretch of Fairington Road including one fatality.

The City has an active contract with a Consultant to complete the engineering design of this section of the Sidewalk. The Design is near completion and in the process of applying for a GDOT Encroachment permit and coordinating with MARTA on the Bus Stop Concrete pads for Bus Shelter and Bench installation. The city is seeking $500,000 from the 2024 CDBG Funding. The city of Stonecrest will match the required additional funding to complete the construction of this section of Sidewalk,

We look forward to working with you to provide additional information needed. Thank you for your consideration of this request.

3120 STONECREST BOULEVARD, SUITE 190
STONECREST, GEORGIA 30038

TEL (770) 224-0200

JAZZMIN RANDALL COBBLE
MAYOR





3120 STONECREST BOULEVARD, SUITE 190
STONECREST, GEORGIA 30038

TEL (770) 224-0200

SUBRECIPIENT AGREEMENT
BETWEEN DEKALB COUNTY, GEORGIA AND CITY OF STONECREST
Community Development Block Grant Program ("CDBG")
[non-acquisition]

This Subrecipient Agreement is made this 7th day of September, 2025, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY") and the City of Stone Mountain, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as "SUBRECIPIENT").

WITNESSETH:

WHEREAS, DeKalb County, Georgia has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383, from the Community Development Block Grant Program ("CDBG") and desires to provide CDBG funds to the SUBRECIPIENT to assist in utilizing the funds; and

WHEREAS, DeKalb County, Georgia and the SUBRECIPIENT have an existing Cooperation Agreement related to CDBG and on July 9, 2024, DeKalb County's Governing Authority approved the 2024-2028 Consolidated Plan, which included this allocation of CDBG funds to the SUBRECIPIENT for the activities described herein; and

WHEREAS, on April 22, 2025, DeKalb County's Governing Authority approved the contract for the City of Stonecrest Fairington Road Sidewalk project for an amount not to exceed $500,000.00; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I.

This CONTRACT shall begin upon full execution and end on July 31, 2026 unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the SUBRECIPIENT in accordance with the terms of this CONTRACT. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that SUBRECIPIENT has control of CDBG funds or other program assets, including program income.

II.

The SUBRECIPIENT agrees to perform all services necessary to complete the construction of 4752 linear feet of a 6-foot-wide sidewalk from 5665 Fairing Road to 2861 Fairington Road and comply with scope of work and the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

III.

The SUBRECIPIENT agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with applicable laws, regulations and executive orders, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with SUBRECIPIENT in the execution of the terms of this CONTRACT.

V.

The COUNTY agrees that it will disburse to the SUBRECIPIENT an amount not to exceed **FIVE HUNDRED THOUSAND AND 00/100^{THS} Dollars ($500,000.00)** from the Community Development Block Grant Program (CDBG) funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

Any disbursements will be made upon receipt of proper invoice submitted to and approved by the Community Development Director after performance of the services or after an eligible expense is incurred, not in advance.

VI.

The SUBRECIPIENT shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The SUBRECIPIENT shall exonerate, indemnify, and save harmless the COUNTY from

and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the SUBRECIPIENT, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The SUBRECIPIENT expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VII.

The SUBRECIPIENT shall furnish the following along with contract documents sent to the COUNTY for execution.

A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:

1. Statutory Worker's Compensation Insurance, or proof that the SUBRECIPIENT is not required to provide such coverage under state law;
2. Commercial Liability Insurance covering all operations and automobiles:
   a. With limit of $300,000 each occurrence for bodily injury -- general liability coverage, and with limits of $100,000 each person and $300,000 each occurrence -- automobile liability coverage.
   b. With limit of $100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.

B. Certificate(s) of Insurance must be executed in accordance with the following provisions:

1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;

2. Certificate(s) to contain the locations and operations to which the insurance applies;

3. Certificate(s) to contain the SUBRECIPIENT'S protective coverage for any Subcontractor's operations;
4. Certificate(s) to contain the SUBRECIPIENT'S contractual insurance coverage;
5. Certificate(s) to be **issued** to:

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

C. The SUBRECIPIENT shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.

D. The SUBRECIPIENT agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance or provide proof that such coverage is not required under state law.

VIII.

Precedent to the execution of this CONTRACT and before the starting of any work, the SUBRECIPIENT shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

IX.

The SUBRECIPIENT shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the requirements set forth in Exhibit E, CDBG Addendum, attached hereto and incorporated herein by reference, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government, including applicable Executive Orders. The SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the SUBRECIPIENT will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The SUBRECIPIENT will obtain approval from the COUNTY prior to initiating any such activities.

X.

If any program income is received by the SUBRECIPIENT, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be either:

(i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or

(ii) The SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the SUBRECIPIENT shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

XI.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

XII.

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the SUBRECIPIENT a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the SUBRECIPIENT materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The SUBRECIPIENT may terminate the CONTRACT only upon written approval from the COUNTY. The SUBRECIPIENT must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the SUBRECIPIENT a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the SUBRECIPIENT pursuant to the CONTRACT prior to termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

XIII.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

SUBRECIPIENT	COUNTY
City of Stonecrest	DeKalb County, Georgia
3120 Stonecrest Blvd., Suite 190	The Maloof Center, Purchasing & Contracting
Stonecrest, GA 30038	1300 Commerce Drive
	Decatur, Georgia 30030

XIV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the SUBRECIPIENT any status under this CONTRACT other than that of an independent contractor.

XV.

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

XVI.

The SUBRECIPIENT agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

XVII.

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the contractor, subcontractor(s), and sub-subcontractor(s), as that term is defined by state law, register, and participate in the Federal Work Authorization Program to verify specific information on all new employees. SUBRECIPIENT certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. SUBRECIPIENT agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Exhibit C. SUBRECIPIENT agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, SUBRECIPIENT will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term.

XVIII.

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

XIX.

SUBRECIPIENT acknowledges that the COUNTY is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and considers all information submitted as part of the CONTRACT to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, unless a court order is presented with the relevant record, or the relevant record is exempt from disclosure pursuant to O.C.G.A. § 50-18-72.

XX.

The following exhibits attached hereto and incorporated herein form an essential part of the Agreement: Exhibit A, Scope of Work; Exhibit B, Budget; Exhibit C: Contractor Affidavit; Exhibit D: Subcontractor Affidavit, Exhibit E, CDBG Addendum and Exhibit F, Davis Bacon Wage Rates. To the extent that any term or condition of this Agreement conflicts with Exhibit E, the CDBG Addendum, the terms of Exhibit E shall govern. The certifications attached to Exhibit E must be fully completed by SUBRECIPIENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, the day and date hereinabove written.

CITY OF STONECREST

By: _____ (SEAL)
Signature

Jazzmin Cobble
Name (Typed or Printed)

Mayor
Title

82-1294890
Federal Tax I.D. Number

ATTEST:

_____
Signature

Sonya Isom, CMC
Name (Typed or Printed)

City Clerk
Title

APPROVED AS TO SUBSTANCE:

Allen Mitchell
Signed by: Allen Mitchell
Date & Time: 17 Aug, 2025 23:27:06 EDT
Allen Mitchell, Department Director

DEKALB COUNTY, GEORGIA

Signed by: Lorraine Cochran-Johnson
Date & Time: 07 Sep, 2025 17:00:21 EDT
_____ (SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Signed by: Barbara H Sanders-Norwood
Date & Time: 10 Sep, 2025 23:00:33 EDT
BARBARA H. SANDERS-NORWOOD, CMC, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Signed by: Suzanne Success Osborne
Date & Time: 15 Aug, 2025 12:02:26 EDT
Assistant County Attorney Signature
DeKalb County Law Department

CERTIFICATE OF CORPORATE RESOLUTION

I, Sonya Isom, certify the following:

That I am the appointed and authorized City Clerk of the City of Stonecrest (hereinafter referred to as the "CITY"), a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed Jazzmin Cobble, in his/her official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

The purpose of this project is to provide all services necessary to complete the construction of 4,752 Linear feet of a 6-foot-wide sidewalk from 5665 Fairington Road to 2861 Fairington Road.

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal.

This the day 4th of August, 2025.

City of Stonecrest CORPORATE SEAL 2017 Georgia

Sonya Isom
City Clerk (CORPORATE SEAL)

City of Stonecrest
Fairington Road Sidewalk Project

Exhibit A

Statement of Services

The City of Stonecrest (hereafter known as the "CITY") agrees to provide all services necessary to complete the construction of 4752 Linear feet of a 6-foot-wide sidewalk from 5665 Fairington Road to 2861 Fairington Road.

The project will include but not be limited to:

- Tree Removal
- Grading Complete
- Sidewalk Construction
- Sidewalk Repair/Replacement
- Removal and Replacement of existing curb

The CITY further agrees to comply with the terms outlined in items 1 through 9 and to maintain the necessary documentation. The CITY will submit the following information to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services:

1. Request for construction bid documents prior to advertising. The bidding process must be open and competitive.

2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials and Section 3 requirements to be incorporated into the bid package.

3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected contractor must not be on HUD's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs, and resources to pay for costs to the Community Development Department for review prior to execution.

5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed.

7. The CITY agrees to submit reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders; and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.

8. On a monthly basis, the CITY shall submit the Section 3 Reporting Form describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.

9. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with these requirements, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

City of Stonecrest
Fairington Road Sidewalk Project
Exhibit B

Budget Summary

Cost Category	Budget
Construction of 4752 feet of new sidewalk, sidewalk replacement, grading, new curb, tree removal, and contingency	$500,000
Total	$500,000

Community Development Block Grant funds in the amount of $500,000 shall be used by the City of Doraville for services related to construction of 4752 linear feet of a 6-foot-wide sidewalk. The total project cost is $500,000. Funds will be reimbursed to the CITY upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures. The total amount shall not exceed $500,000 for the contract period.

Exhibit C

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*[1] [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08[2] or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

1214800
Employment Eligibility Verification Program (EEV)/ Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Mayor
Title of Authorized Officer or Agent of Contractor

Jazmin Cobble
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF August, 2025

Sonya D. Olson
Notary Public
My Commission Expires: February 8, 2028

SONYA D ISOM
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
COMMISSION EXPIRES
FEBRUARY 08, 2028

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

[2] See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, "Georgia Security and Immigration Compliance Act" of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

Exhibit D
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 CITY which is engaged in the physical performance of services under a contract with_____ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*2 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

_____ 55412_____
Employment Eligibility Verification Program (EEV)/ Basic Pilot Program* User Identification Number

DeKalb County EEV Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent
(Subcontractor Name)

_____ Date

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 2025

Notary Public
My Commission Expires: _____

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

Exhibit E
DeKalb County – CDBG Subrecipient Agreement Addendum

Notice: DeKalb County, Georgia ("Grantee") has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383, from the Community Development Block Grant Program ("CDBG") and desires to provide CDBG funds to the City of Stonecrest (hereinafter, "Subrecipient") as a subrecipient pursuant to the Contract to which this Addendum is attached ("the Contract" or "the Agreement").

Subrecipient certifies that the activities carried out under this Agreement meets one of the CDBG program's National Objectives and has been explicitly informed and understands that the following apply to the execution and performance of all parts of the Contract:

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient must have a financial management system that meets Federal standards as described in 2 CFR 200.302.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under the Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; Financial records as required by 24 CFR 570.502, and 2 CFR 200;

f. Other records necessary to document compliance with Subpart K of 24 CFR 570; and

g. Records related to client data demonstrating client eligibility for services provided, including, but not limited to, client name, address, income level or other basis for determining eligibility along with description of service provided.

1. Subrecipient understands that client information collected under this con private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited applicable state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

2. Retention and Access to Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated in the Contract, including this Exhibit E.

3. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Procurement and Travel

1. OMB Standards

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

D. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

4. Women and Minority-Owned Businesses (W/MBE) and Local Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract as required by 2 CFR 200.321. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In accordance with Section 3 of the Housing and Community Development Act of 1968, Subrecipient will make reasonable efforts to award contracts for construction-related work to eligible business concerns, as defined by 24 CFR Part 75, located in or owned by residents of the target area.

5. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

7. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph D. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

E. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and tha

contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

F. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services contemplated in Exhibit A on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause the relevant provisions of this Exhibit E to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

7. Acknowledgement of CDBG funding

The Subrecipient shall insure recognition of the role of the Grantee in carrying out the activities authorized pursuant to the Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Environmental Conditions

1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

2. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

3. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

4. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

H. Reporting and Program Income

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if applicable. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

I. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences. Subrecipient shall obtain approval from Grantee prior to initiating any such activities.

K. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

L. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

CERTIFICATION REGARDING LOBBYING
(31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

City of Stonecrest
Name of Subrecipient

Signature of Subrecipient's Authorized Official

Mayor - Jamiim Cobble
(Print name and title of person signing above)

Date: 7-28-25

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTIIER RESPONSIBILITY MATTERS

1. Subrecipient certifies to the best of its knowledge and belief, that it and its principles:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Certification.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

City of Stonecrest
Name of Subrecipient

Signature of Subrecipient's Authorized Official

Mayor - Jazzmin Cobble
(Print name and title of person signing above)

Date: 7-28-25

Exhibit F

Davis Bacon Wage Rates

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.23 **	2.23
LABORER: Common or General	$ 18.70	0.00
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.53	3.63
OPERATOR: Bulldozer	$ 24.68	2.59
OPERATOR: Crane	$ 39.31	0.00
OPERATOR: Grader/Blade	$ 26.18	4.28
OPERATOR: Loader	$ 22.37	1.40
OPERATOR: Milling Machine	$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 23.62	4.10
OPERATOR: Roller	$ 18.89	3.99
OPERATOR: Screed	$ 21.00	4.22
TRAFFIC CONTROL: Flagger	$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck	$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck	$ 25.43	4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1 f this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usua[illegible]ary, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CITY COUNCIL AGENDA ITEM

SUBJECT: Memorandum of Agreement with GDOT for Construction of the Panola Bridgescape

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: MOA with GDOT**

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

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

Current Work Session: Thursday, December 18, 2025

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

SUBMITTED BY: Hari Karikaran, PE, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: To approve a MOA between Georgia Department of Transportation (GDOT) and City of Stonecrest to fund construction of Bridgecape at Panola Road/I-20 Bridge.

FACTS: On August 10, 2023, Mayor Cobble requested GDOT to consider modifying the design of Panola/I-20 Interchange to include "Stonecrest" Wayfinding signs on both sides of the Bridge. GDOT agreed with the request and on March 25, 2024, Council approved an MOA with GDOT to modify the design using GDOT Design consultant and approved funding of $130,000. Panola/I-20 Interchange design is now complete and GDOT has set the Let date for December 19, 2025. GDOT has requested the City to enter into a MOA to fund the Bridgescape construction. Cost for Bridgescape construction is estimated to be $180,200.00.

OPTIONS: Approve, Deny, Defer N/A

CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff recommends approval of funding of $180,200 and authorize Mayor to execute MOA with GDOT. Funding Source: SPLOST – Bridgescape GL 300-1575-541430

ATTACHMENTS:

(1) Attachment 1 - Memorandum of Agreement by and between GDOT and City of Stonecrest for Panola/I-20 Bridgescape (PI:0002868)
(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.

Georgia Department of Transportation

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

11/24/2025

PI No. 0002868, DeKalb County
Panola Rd @ I-20 From Fairington Rd to Snapfinger Woods Dr

Jazzmin Randall Cobble, Mayor
City of Stonecrest,
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038
Attention: Hari Karikaran

Dear Mayor Cobble:

Attached is the Memorandum of Agreement (MOA) detailing the $180,200.00 Bridgescape cost estimate for the City of Stonecrest for the above-mentioned project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, the City of Stonecrest will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Gretel Sims, at (470) 747-2558.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

C.A.R NEN

KWN:CAR:NEN:GS
Attachment(s)

cc: Albert V. Shelby, III, Director of Program Delivery
Paul D. DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Joshua Higgins, District 7 Planning & Programming Liaison
General Accounting, ARBillings@dot.ga.gov

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF STONECREST
FOR

PROJECT ID NUMBER: 0002868
PROJECT DESCRIPTION: PANOLA RD @ I-20 FROM FAIRNGTON RD TO SNAPFINGER WOODS DR

This Memorandum of Agreement ("Agreement") is made and entered into on _____(the "Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and THE CITY OF STONECREST, GEORGIA, acting by and through Mayor (hereinafter called the "LOCAL GOVERNMENT"). The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, PI No. 0002868, Panola Rd @ I-20 from Fairington Rd to Snapfinger Woods Dr. (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the LOCAL GOVERNMENT has expressed to the DEPARTMENT a desire that certain aesthetic feature(s) be incorporated into the PROJECT, which are more specifically described in **Exhibit A – BridgeScape**; and,

WHEREAS, the LOCAL GOVERNMENT presented the concept for the aesthetic bridge feature(s) that has been approved by the Department; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed funding in the amount of ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED DOLLARS and ZERO CENTS ($180,200.00) toward the PROJECT for costs associated with the installation of the aesthetic feature(s), and the DEPARTMENT has relied upon that representation and has incorporated those pay items and quantities for the aesthetic feature(s) into the PROJECT (**Exhibit** B); and,

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the State of Georgia and the traveling public; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above "Whereas" clauses are hereby incorporated by reference as though fully set forth herein.

2. **SCOPE.**

2.1 The funding contribution will be used to install the aesthetic features requested by the LOCAL GOVERNMENT as approved by the Department.

3. **TERM.**

3.1. The duration of this Agreement shall commence on the Effective Date and shall expire **180** days therefrom (the "Term").

3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.

4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

4.1 The LOCAL GOVERNMENT shall be responsible for contributing funding for the PROJECT in the amount of ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED DOLLARS and ZERO CENTS ($180,200.00).

4.2 Following the letting of the PROJECT, the DEPARTMENT will submit an invoice to the LOCAL GOVERNMENT in the aggregate amount of those pay items associated with the aesthetic feature(s) (see **Exhibit B - Aesthetic Feature(s) Pay Items & Quantities).** The LOCAL GOVERNMENT shall remit payment to the DEPARTMENT within sixty (60) days of receipt of this invoice.

4.3 All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

If the LOCAL GOVERNMENT elects to remit payment by Automated Clearing House ("ACH"), then the LOCAL GOVERNMENT must notify the DEPARTMENT point of contact for the Department identified in Section 6 – NOTICES for further instruction and payment information.

4.4 It is mutually agreed by the PARTIES that in the event the sum of the amounts bid by the successful bidder for the pay items associated with the installation of the aesthetic features (see **Exhibit B**) exceeds the funding contribution of the LOCAL GOVERNMENT set out in **Section 4.1** of this Agreement, the LOCAL GOVERNMENT shall remit payment in that amount as will be reflected in the invoice it shall receive from the DEPARTMENT in accordance with **Section 4.2**

4.5 If there is an unused balance after completion of all PROJECT activities and tasks, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.

4.6 The DEPARTMENT reserves the right to cancel the PROJECT at any time, in its sole discretion, by written notice to the LOCAL GOVERNMENT. In the event the PROJECT

is cancelled, any remainder of the funding contribution will be refunded to the LOCAL GOVERNMENT.

5. **TERMINATION.** Either PARTY may terminate this Agreement for cause or upon mutual consent of the PARTIES with thirty (30) days prior written notice provided to the other PARTY.

6. **NOTICES.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be e-mailed, mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or e-mail transmission, immediately followed by a telephone call to confirm delivery to:

To the DEPARTMENT:
Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Kimberly W. Nesbitt, State Program Delivery Administrator
Email: knesbitt@dot.ga.gov

with a copy to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Gretel Sims, Project Manager
Email: gsims@dot.ga.gov

To the LOCAL GOVERNMENT:

Jazzmin Randall Cobble, Mayor
City of Stonecrest,
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038
Attention: Hari Karikaran, City Engineer
Email: mayorsoffice@stonecrestga.gov

The date on which such notice is delivered will be deemed the date thereof. Either PARTY may from time to time, by providing five (5) days' prior notice to the other Party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

7. **COMPLIANCE WITH APPLICABLE LAWS.**

7.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

7.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

7.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

7.4. The LOCAL GOVERNMENT acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix B of this Agreement.

8. EXHIBITS AND APPENDICES. The PARTIES acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A - Aesthetic Feature(s) Description
Exhibit B - Aesthetic Feature(s) Pay Items & Quantities

Appendix A - Certification of Compliances
Appendix B - Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

9. MISCELLANEOUS.

9.1. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

9.2. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

9.3. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

9.4. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

9.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

9.6. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

9.7. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

9.9. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

9.10. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

9.11. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

The remainder of this page intentionally left blank.
Signatures are on the following page.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

Attest:

_____
Treasurer

CITY OF STONECREST, GEORGIA

BY: _____(Seal)
Name and Title

Signed, sealed and delivered
This _____,
in the presence of:

_____
Notary Public

This Agreement, approved by the
City Of Stonecrest, the _____

Attest

_____
Name and Title

FEIN: _____

EXHIBIT A

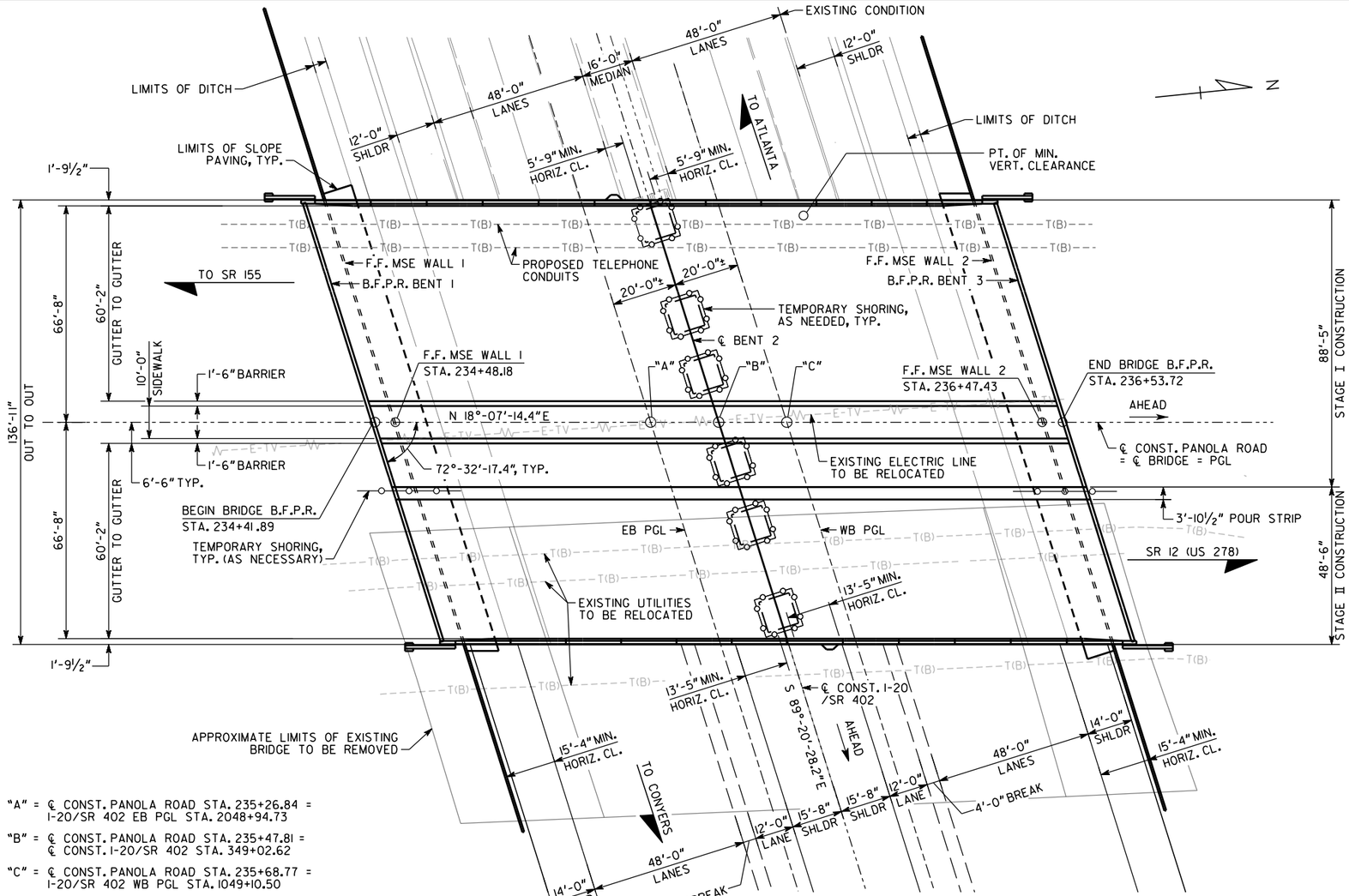
AESTHETIC FEATURE(S) DESCRIPTION

Aesthetic design features being added to the bridge will include non-illuminated lettering spelling STONECREST, provided on a support frame to be attached to the fencing on each side of the bridge. Fencing design may need to be modified from the DEPARTMENT's typical detail to accommodate support of requested lettering. Conduit, and possibly junction boxes for access to power supply, will need to be included to provide power for illuminated lettering (if needed). lettering, modified fencing and conduit shall not require modifications to the design of major elements of the bridge. Additional lighting design features may also be included subject to the DEPARTMENT's approval.

The City of Stonecrest shall be solely responsible for the maintenance, repair, and replacement of all added aesthetic features, including the non-illuminated lettering, support frames, modified fencing, conduit, power supply components, and any additional decorative lighting approved by the Department, and shall bear all associated electrical costs, including recurring utility charges.

GDOT P.I. NO.

Item XIII. e.

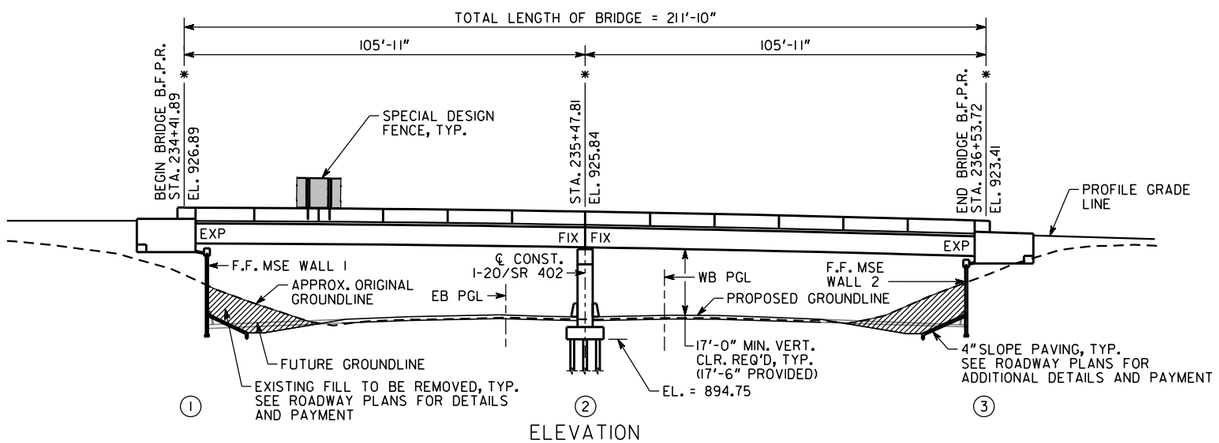


PLAN

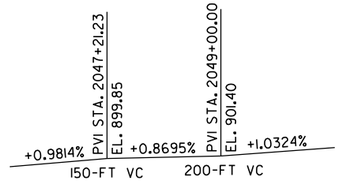
"A" = ℄ CONST. PANOLA ROAD STA. 235+26.84 = I-20/SR 402 EB PGL STA. 2048+94.73

"B" = ℄ CONST. PANOLA ROAD STA. 235+47.81 = ℄ CONST. I-20/SR 402 STA. 349+02.62

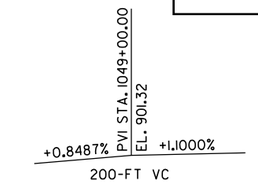
"C" = ℄ CONST. PANOLA ROAD STA. 235+68.77 = I-20/SR 402 WB PGL STA. 1049+10.50



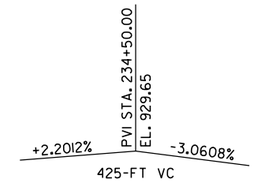
ELEVATION



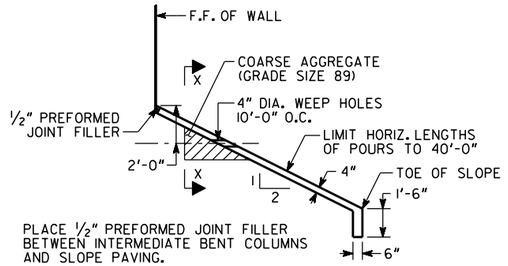
VERTICAL CURVE DATA
I-20/SR 402 - EB PGL



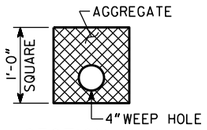
VERTICAL CURVE DATA
I-20/SR 402 - WB PGL



VERTICAL CURVE DATA
CR 5150 (PANOLA ROAD)



SLOPE PAVING DETAIL
NO SCALE



SECTION X-X
NO SCALE

NOTES

1. ALL BENTS ARE PARALLEL.
2. END BENT PILES NOT SHOWN.
3. HORIZONTAL CLEARANCES MEASURED TO FACE OF INTERMEDIATE BENT CAP OR FF OF MSE WALL.
* 4. STATIONS AND ELEVATIONS ARE ALONG PROFILE GRADE LINE AT THE INTERSECTION OF PROFILE GRADE LINE AND B.F.P.R. OR ℄ BENT.

BRIDGE SERIAL NO. 089-0228-0
BRIDGE I.D. NO. 089-09012M-018.07E
PROJECT P.I. NO. 0002868

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

GEORGIA REGISTERED No. 36762 PROFESSIONAL ENGINEER CHRISTOPHER M JOHNSON
11-01-2024

DATE | REVISIONS | BY

PLAN AND ELEVATIONS
CR 5150 (PANOLA ROAD) OVER
I-20

DEKALB COUNTY NHS00-0002-00-(868)

DRAWING NO. 35-0001
BRIDGE SHEET 1 OF 28

SCALE: 1" = 20'-0" OCTOBER 2024

DESIGNED GMS | CHECKED AJB | REVIEWED
DRAWN GMS | DESIGN GROUP DLW | APPROVED

923

$USER$ DATE$$$ TIME$$$ 1 INCH WHEN PRINTED FULL SIZE DGN

BRIDGE CONSISTS OF

2 - 105'-11" BULB TEE, 63 IN, PSC BEAM SPANS ---------- SPECIAL DESIGN

1 - CONCRETE INTERMEDIATE BENT ---------- SPECIAL DESIGN

2 - STEEL H PILE END BENTS WITH MSE ABUTMENTS ---------- SPECIAL DESIGN

4 - END POST AND GUARDRAIL ATTACHMENT DETAIL ---------- GA. STD. 3054 (9-30-02)
(L = 4'-3"; W = 1'-1"; H = 3'-6")
(L = 4'-9"; W = 1'-1"; H = 3'-6")

BAR BENDING DETAILS ---------- GA. STD. 3901 (8-69)

CONCRETE BARRIERS - TEMPORARY ---------- GA. STD. 4960 (5-10-07)

SPECIAL DESIGN FENCE ---------- SPECIAL DESIGN

TRAFFIC DATA

TRAFFIC ---------- ADT = 51,950 (2025)
ADT = 69,900 (2045)

DESIGN SPEED ---------- 45 MPH

TRUCKS ---------- 5 %

UTILITIES

TELEPHONE CONDUITS ---------- AT&T

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AND 2024 SUPPLEMENTAL SPECIFICATIONS AS MODIFIED BY CONTRACT DOCUMENTS.

REINFORCING STEEL - PLACE AND TIE ALL REINFORCING STEEL IN ACCORDANCE WITH THE GEORGIA DOT SPECIFICATIONS. DO NOT WELD REINFORCING STEEL. MAINTAIN 2 INCH MINIMUM CLEARANCE ON ALL REINFORCEMENT UNLESS OTHERWISE NOTED.

CHAMFER - CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" UNLESS OTHERWISE NOTED.

PROTECTIVE PLATFORMS - PROVIDE PROTECTIVE PLATFORMS AT THIS SITE, SEE SECTION 510 OF THE GEORGIA DOT SPECIFICATIONS. MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 17'-0" ABOVE I-20.

TEMPORARY SHORING - INCLUDE THE COST OF TEMPORARY SHORING AS NECESSARY FOR BRIDGE CONSTRUCTION IN THE OVERALL BID SUBMITTED.

TEMPORARY BARRIERS, METHOD 1 - PLACE TEMPORARY BARRIERS AS SHOWN ON THE PLANS AND GEORGIA STANDARD NOS. 4960 AND 4961 TO PROVIDE FOR 4 - 11'-0" TRAFFIC LANES AND 3 - 10'-0" TURN LANES IN STAGE I AND II AND TO PROVIDE FOR 7 - 11'-0" TRAFFIC LANES IN STAGE III. SUPPLY AND USE THE BARRIER IN ACCORDANCE WITH SECTION 620 OF THE GEORGIA DOT SPECIFICATIONS.

TRAFFIC CONTROLS - SEE ROADWAY PLANS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROL PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED ON THE GEORGIA DOT WEBSITE AT:

HTTP://WWW.DOT.GA.GOV/BS/PROJECTS/PROJECTSEARCH

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER I-20-2(5)65 (PROJECT ID NO. H006689) AND WAS WIDENED UNDER PROJECT NUMBER IR-20-2(101)01 (PROJECT ID NO. 750650).

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. MEASURE CAMBER OF STAGE II BEAMS AND ADJUST "D" DIMENSION AND CAP ELEVATIONS AS NECESSARY FOR MEASURED CAMBER.

EPOXY RESIN ADHESIVE - APPLY EPOXY RESIN ADHESIVE TYPE II TO ALL HARDENED CONCRETE SURFACES JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT STAGE OF CONSTRUCTION, SEE SECTION 886 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND APPLICATION IN THE OVERALL BID SUBMITTED.

WAITING PERIOD - NONE REQUIRED.

GENERAL NOTES (CONT'D)

PLAN DRIVING OBJECTIVE - SEE SUBSTRUCTURE DETAILS.

DRIVING RESISTANCE - DETERMINE DRIVING RESISTANCE FOR PILES USING DYNAMIC PILE TESTING IN ACCORDANCE WITH SUB-SECTION 520.3.05.D.2 OF THE GEORGIA DOT SPECIFICATIONS. DYNAMIC PILE TESTING SHALL BE REQUIRED AT BENT 1 RIGHT AND BENT 3 LEFT.

DYNAMIC PILE TESTING - PERFORM PILE TESTING USING THE PILE DRIVING ANALYZER (PDA) IN ACCORDANCE WITH SPECIAL PROVISION SECTION 523. NOTIFY THE GEOTECHNICAL BUREAU OF THE GEORGIA DOT OFFICE OF MATERIALS AND TESTING AT GEOTECHNICAL_SUBMITTALS@DOT.GA.GOV TWO WEEKS PRIOR TO DRIVING PILES. SUBMIT ALL FILES REQUIRED BY SPECIAL PROVISION 523 TO THE EMAIL ABOVE FOR REVIEW AND APPROVAL.

WAVE EQUATION - PERFORM WAVE EQUATION ANALYSIS (WEAP) IN ACCORDANCE WITH SUB-SECTION 520.3.05.D.2 OF THE GEORGIA DOT SPECIFICATIONS. PROVIDE RESULTS OF THE WEAP TO THE GEOTECHNICAL BUREAU OF THE GEORGIA DOT OFFICE OF MATERIALS AND TESTING AT GEOTECHNICAL_SUBMITTALS@DOT.GA.GOV FOR REVIEW AND APPROVAL TWO WEEKS PRIOR TO DRIVING PILES.

STEEL H-PILES - USE STEEL FOR H-PILES THAT MEETS THE REQUIREMENTS OF ASTM A709 GR 50.

PILE LENGTHS - ERRATIC PILE LENGTHS CAN BE EXPECTED.

PILOT HOLES - DRILL A 24" DIAMETER PILOT HOLE TO A MINIMUM ELEVATION OF 877 AT BENT 2 LEFT, 878 AT BENT 2 CENTER AND BENT 2 RIGHT, AND 885 AT BENT 3 RIGHT FOR EACH PILE. THE PILOT HOLE MUST BE CLEAN AND FREE OF DEBRIS. PROVIDE A MINIMUM EMBEDMENT OF 5 FEET INTO SOUND ROCK. FILL PILOT HOLE WITH CLASS A CONCRETE TO THE TOP OF ROCK AFTER PILE IS SEATED. SEAT THE PILE AT THE BOTTOM OF THE PILOT HOLE BY STRIKING PILE WITH A WARM PILE HAMMER. THE PILE IS SEATED WHEN A MOVEMENT OF 1/4 INCH OR LESS IN FIVE BLOWS IS OBSERVED. TEMPORARY CASING MAY BE NECESSARY TO PREVENT COLLAPSE OF PILOT HOLES PRIOR TO PILE INSTALLATION.

PILE POINTS - REINFORCE ALL PILE TIPS AT BENTS 1 AND 3 LEFT IN ACCORDANCE WITH SECTIONS 520 AND 855 OF THE GEORGIA DOT SPECIFICATIONS.

SMOOTH DOWEL BARS - PLACE SMOOTH DOWEL BARS IN FORMED 3" DIAMETER X 12" DEEP HOLES AND GROUT IN PLACE SIMILAR TO ANCHOR BOLTS, SEE SUB-SECTION 501.3.05.B.3 OF THE GEORGIA DOT SPECIFICATIONS. STIRRUPS MAY BE SHIFTED SLIGHT TO CLEAR FORMED HOLES.

ABUTMENT SOIL REINFORCING DEVICE INSERTS - INCLUDE THE COST OF FURNISHING AND INSTALLING INSERTS FOR SOIL REINFORCING DEVICES AT ABUTMENT IN THE OVERALL BID SUBMITTED.

FILL SETTLEMENT - PROTECT PILES DRIVEN AT BENTS 1 AND 3 FROM NEGATIVE SKIN FRICTION WHEN USED IN CONJUNCTION WITH MECHANICALLY STABILIZED EARTH WALLS, SEE SECTION 551 OF THE GEORGIA DOT SPECIFICATIONS. DRIVE PILES AT END BENTS BEFORE WALL LEVELING PADS ARE CONSTRUCTED.

UTILITY HANGERS - FURNISH AND INSTALL CONCRETE INSERTS. USE ANVIL FIGURE 282, AAA TECHNOLOGY FIGURE 912 OR APPROVED EQUAL CONCRETE INSERTS. INCLUDE THE COST OF FURNISHING AND INSTALLING CONCRETE INSERTS IN THE OVERALL BID SUBMITTED. ALL OTHER COMPONENTS OF HANGER ASSEMBLIES SHALL BE FURNISHED AND INSTALLED BY UTILITY OWNER UNLESS OTHERWISE SHOWN IN THE UTILITY PLANS.

STEEL DIAPHRAGMS - SUBSTITUTION FOR STEEL DIAPHRAGMS IS NOT ALLOWED FOR THIS BRIDGE.

POUR STRIP - CONCRETE FOR THE POUR STRIP SHALL BE CLASS AA-1 CONCRETE AND SHALL BE PAID FOR IN "LUMP SUPERSTR CONCRETE."

GROOVED CONCRETE - GROOVE THE ENTIRE LENGTH OF THE BRIDGE TRANSVERSELY AS PER SUB-SECTION 500.3.05.T.9.C OF THE GEORGIA DOT SPECIFICATIONS. PROVIDE GROOVING BEFORE PLACING TRAFFIC ON DECK.

WELDING - ALL WELDING ON GEORGIA DOT PROJECTS SHALL BE PERFORMED BY GDOT CERTIFIED WELDERS THAT HAVE IN THEIR POSSESSION A CURRENT WELDING CERTIFICATION CARD ISSUED BY THE OFFICE OF MATERIALS AND TESTING. USE ONLY E70XX (EXCLUDING E7014 AND E7024) LOW HYDROGEN ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING.

BRIDGE REMOVAL - REMOVE EXISTING BRIDGE AS PER SUB-SECTION 540.3.05 OF THE GEORGIA DOT SPECIFICATIONS.

SALVAGE MATERIAL - NO MATERIAL REMOVED FROM THE EXISTING STRUCTURE SHALL BE SALVAGED FOR USE BY THE GEORGIA DOT.

GENERAL NOTES (CONT'D)

SHOP DRAWING SUBMISSION - SUBMIT SHOP DRAWINGS WITH DEPENDENT INFORMATION AS A SET. SHOP DRAWINGS FOR BEAMS AND METAL DECK FORMS WILL NOT BE REVIEWED UNTIL ALL HAVE BEEN RECEIVED.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

DESIGN DATA

SPECIFICATIONS ---------- AASHTO LRFD 9TH EDITION, 2020
(DESIGNED FOR SEISMIC PERFORMANCE ZONE IA, AS = 0.095, SDI = 0.128)

DESIGN VEHICLE LIVE LOAD ---------- HL-93

FUTURE PAVING ALLOWANCE ---------- 30 LBS PER SQ FT

CONCRETE: SUPERSTRUCTURE ---------- CLASS D, f'_c = 4,000 PSI
BARRIER ---------- CLASS D, f'_c = 4,000 PSI
PSC BEAMS ---------- CLASS AAA, f'_c = SEE BEAM SHEETS
PSC BEAM ALLOWABLE TENSION ---------- SEE BEAM SHEETS
SUBSTRUCTURE ---------- CLASS AA, f'_c = 3,500 PSI

REINFORCEMENT STEEL: ---------- GRADE 60, f_y = 60,000 PSI

PRETENSIONING STRANDS: ---------- f'_s = 270,000 PSI

STEEL H-PILES: ---------- GRADE 50, f_y = 50,000 PSI

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

GENERAL NOTES (1 OF 2)
CR 5150 (PANOLA ROAD) OVER
I-20

DEKALB COUNTY NHS00-0002-00-(868)

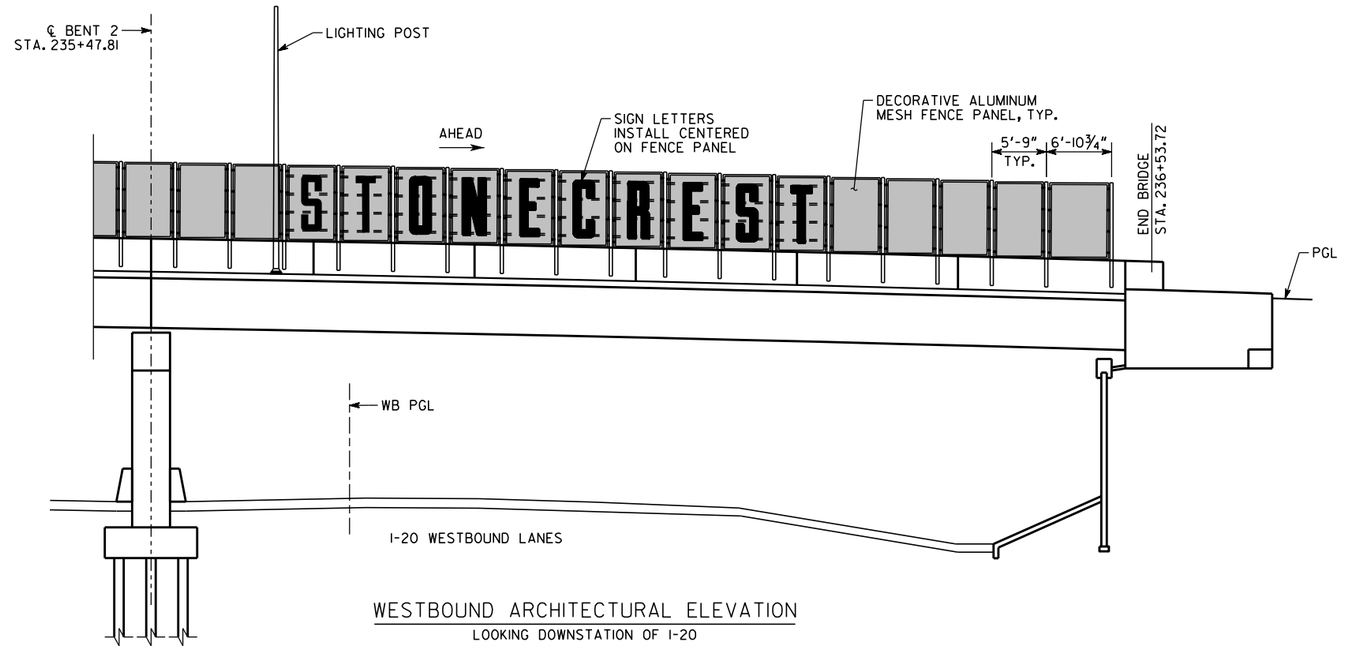
NO SCALE OCTOBER 2024

DESIGNED GMS CHECKED AJB REVIEWED
DRAWN GMS DESIGN GROUP DLW APPROVED

DRAWING NO. 35-0002
BRIDGE SHEET 2 OF 28

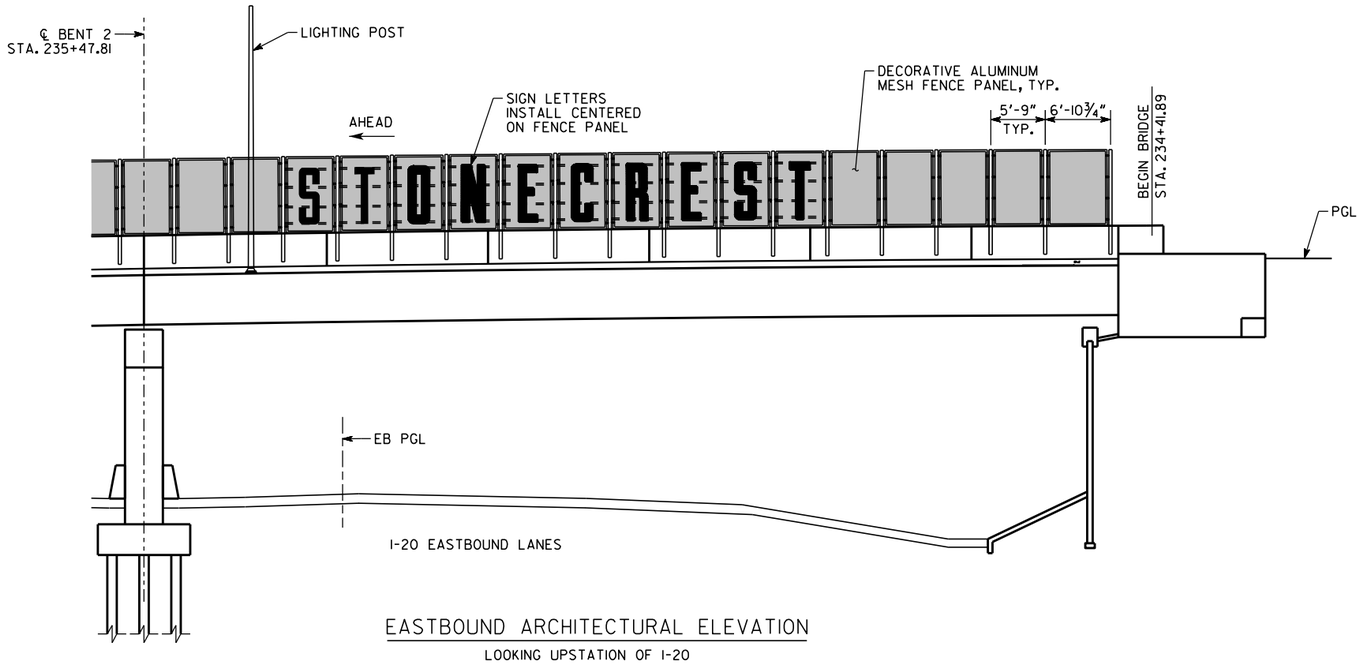
DATE | REVISIONS | BY

924



WESTBOUND ARCHITECTURAL ELEVATION

LOOKING DOWNSTATION OF I-20



EASTBOUND ARCHITECTURAL ELEVATION

LOOKING UPSTATION OF I-20

NOTES

1. SEE MISCELLANEOUS SUPERSTRUCTURE DETAILS 2 FOR LIGHTING BLISTER DETAILS.
2. SEE MISCELLANEOUS SUPERSTRUCTURE DETAILS 4 FOR LETTER, POST, PANEL AND CONNECTION DETAILS.

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

SUPERSTRUCTURE MISC. DETAILS (3 OF 4)
CR 5150 (PANOLA ROAD) OVER
I-20
DEKALB COUNTY NHS00-0002-00-(868)

DRAWING NO. 35-0013
BRIDGE SHEET 13 OF 28

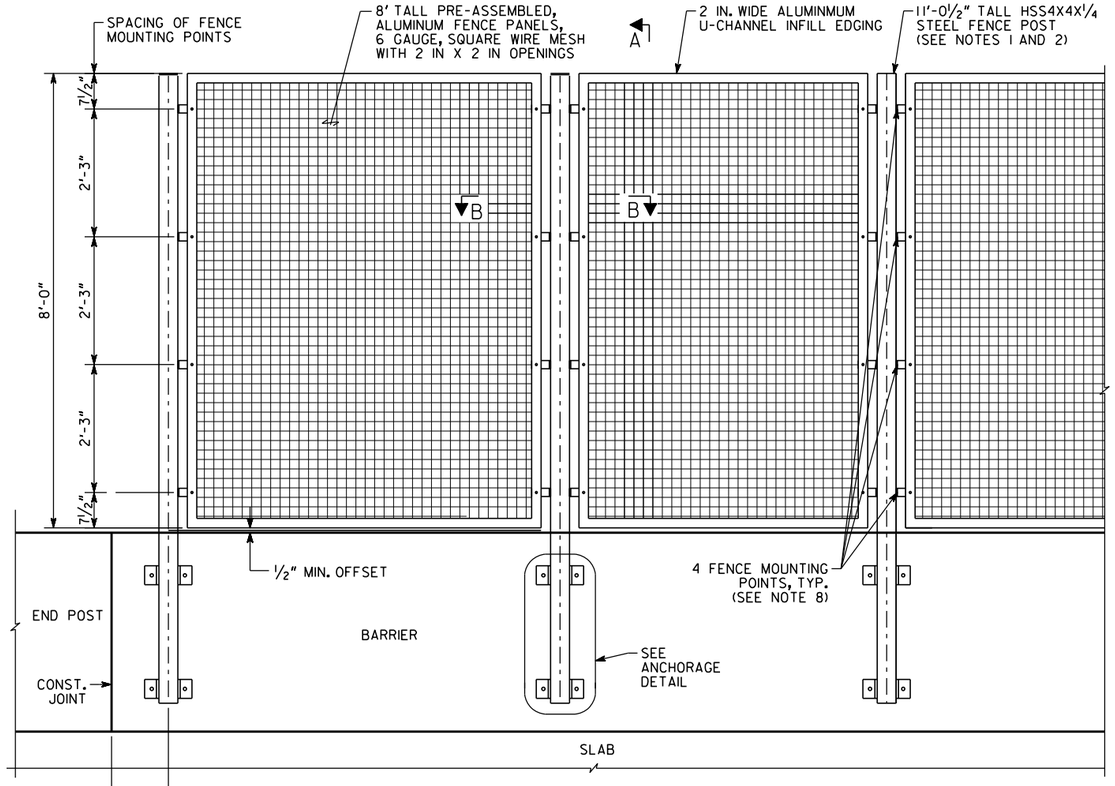
REVISIONS | BY | DATE

SCALE: 1/8" = 1'-0" OCTOBER 2024

DESIGNED AJB | CHECKED CMJ | REVIEWED
DRAWN AJB | DESIGN GROUP DLW | APPROVED

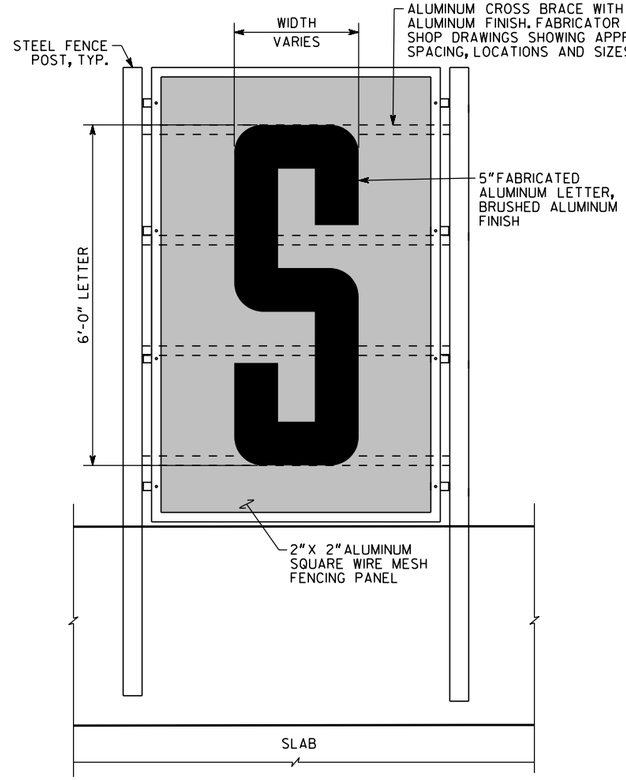
925

$USER$ DATE$$$ TIME$$$ 1 INCH WHEN PRINTED FULL SIZE DGN



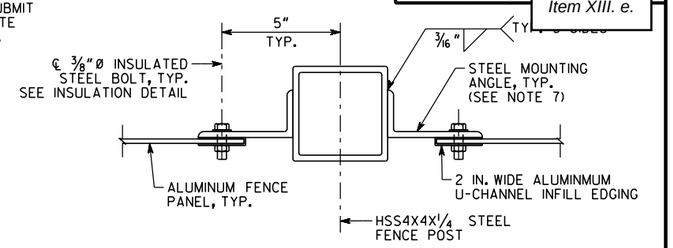
FENCE ELEVATION

LOOKING AT OUTSIDE BARRIER FACE



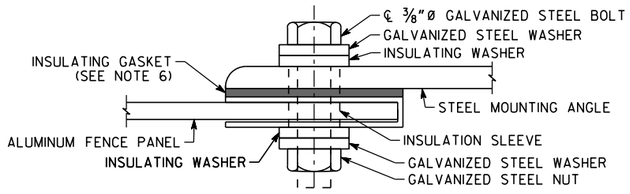
SIGN LETTER DETAIL

SIGN LETTER "S" SHOWN, OTHER LETTERS SIMILAR



SECTION B-B

NO SCALE



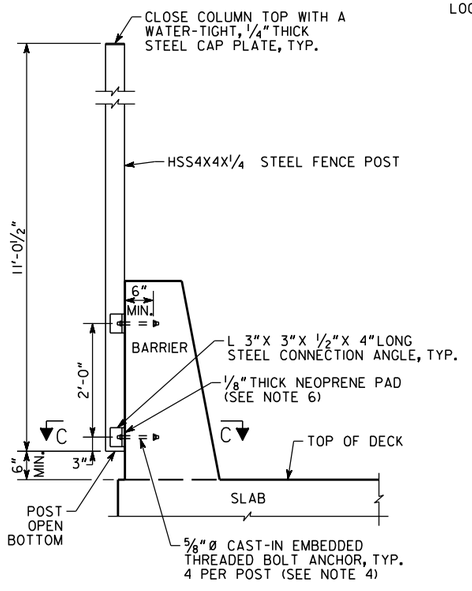
INSULATION DETAIL

NO SCALE

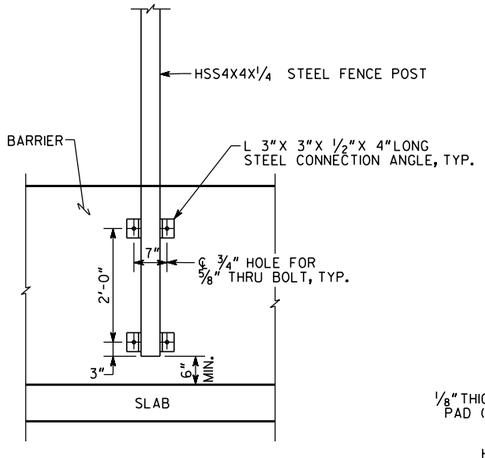
NOTES

1. FENCE POSTS TO BE INSTALLED VERTICALLY PLUMB AND ALUMINUM WIRE MESH TO BE INSTALLED VERTICALLY PLUMB AND HORIZONTALLY LEVEL TO THE FENCE POSTS.
2. FENCE POSTS SHALL BE ASTM A500 GRADE C STEEL AND CONNECTION ANGLES SHALL BE ASTM A709 GRADE 50 STEEL. FENCE POSTS AND CONNECTION ANGLES SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM 123. FENCE POSTS AND CONNECTION ANGLES SHALL BE POWDER COATED FEDERAL COLOR 17175 SILVER/ALUMINUM INTERNATIONAL.
3. ALL ALUMINUM MEMBERS SHALL BE ASTM B221, ALLOY 6061-T6.
4. CAST-IN EMBEDDED THREADED BOLT ANCHORS SHALL BE ⅝"DIA. X 10½"LONG, ASTM 572 GRADE 50 WITH ASR HEX NUT AND STD. PLATE WASTER AT EMBEDDED END. PROVIDE GALVANIZED ASR HEX NUT, STD. WASHER, AND SPLIT RING LOCK WASHER AT EXPOSED END. EMBEDDED ANCHORS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123.
5. INSULATING GASKET SHALL BE NEOPRENE OR HIGH DENSITY POLYETHYLENE.
6. PROVIDE ⅛"THICK NEOPRENE PAD BETWEEN FACE OF STEEL MEMBERS AND BARRIER TO ENSURE UNIFORM BEARING. INCLUDE COST OF NEOPRENE PAD IN THE PRICE BID FOR "FENCE, SPECIAL DESIGN - STREETSCAPE."
7. SUBMIT SHOP DRAWINGS SHOWING ALL ELEMENTS, DETAILS AND DIMENSIONS NECESSARY FOR FABRICATING AND INSTALLING THE ENTIRE FENCE SYSTEM TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BEGINNING FABRICATION.
8. SEE SHEET 35-0013 FOR PLACEMENT OF SIGN LETTERS. DETAILS FOR SIGN LETTERS AND ATTACHMENT TO FENCING IS CONCEPTUAL AND FOR ILLUSTRATIVE PURPOSES ONLY. SUBMIT SHOP DRAWINGS FOR SIGN LETTERS AND FENCE ATTACHMENT DETAILS, INCLUDING DESIGN CALCULATIONS STAMPED BY A REGISTERED GEORGIA PROFESSIONAL ENGINEER, FOR REVIEW AND APPROVAL PRIOR TO BEGINNING FABRICATION. SEE SPECIAL PROVISION 643 FOR FURTHER DETAILS.

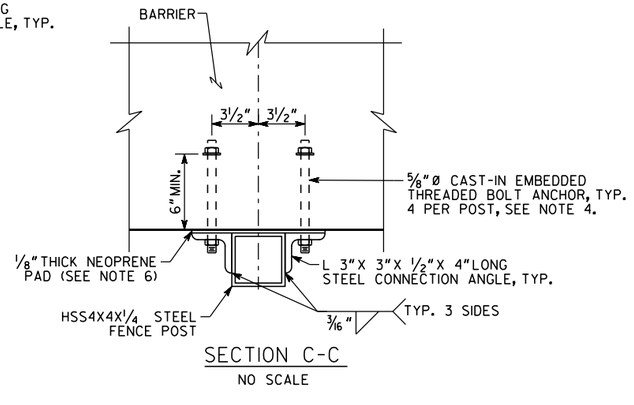
BRIDGE NO. 1



SECTION A-A



ANCHORAGE DETAIL



SECTION C-C

NO SCALE

GDOT

P.I. NO. Item XIII. e.

AECOM

GEORGIA

DEPARTMENT OF TRANSPORTATION

ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

SUPERSTRUCTURE MISC. DETAILS (4 OF 4)
CR 5150 (PANOLA ROAD) OVER
I-20

DEKALB COUNTY NHS00-0002-00-(868)

SCALE: ¾"= 1'-0" (UNLESS NOTED OTHERWISE) OCTOBER 2024

DRAWING NO.	DATE	BY	REVISIONS
35-0014			
BRIDGE SHEET 14 OF 28			

DESIGNED	AJB	CHECKED	CMJ	REVIEWED	
DRAWN	AJB	DESIGN GROUP	DLW	APPROVED	

926

amanda.berry 10/31/2024 4:41:05 PM

1 INCH WHEN PRINTED FULL SIZE

0002868_35-0014_misc 4 Streetscape.dgn

Revised: October 4, 2024
First Use Date: June 7, 2007

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

P.I. No: 0002868
Dekalb County

SECTION 643 – FENCE (SPECIAL DESIGN)

Add the following to Subsection 643.1:

Fence, Special Design (Streetscape)

Add the following to Subsection 643.1.02A:

Section 850 – Aluminum Alloys

Section 851 – Structural Steel

Section 852 – Miscellaneous Steel Materials

Add the following to Subsection 643.1.03:

ASTM B221

Add the following to Subsection 643.1.03:

A. Material Certificates

Furnish the Engineer, in duplicate, all materials certifications for fence, signed by manufacturer.

B. Maintenance Data

Include maintenance manuals for selected fence.

C. Shop Drawings

Provide shop drawings for fabrication and erection of fence. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the fence in conformance with the requirements of the contract. Do not begin fabrication of test panel prior to shop drawing review and approval by the Engineer.

Provide a test size test panel and full size letter for the proposed fence. Do not begin fabrication of fence prior to the test panel acceptance by the Engineer.

D. Calculations

Submit calculations for the proposed method of attachment and materials for sign letters and attachment to fencing.

Add the following to Subsection 643.3.01:

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

Add the following to 643.2:

E. Fence, Special Design

Furnish only new materials and equipment for this work. Subject to compliance with requirements, provide the following or equal:

1. Fence System
    A. Type: Aluminum fencing system consisting of woven wire mesh fencing panels, U-edging framing, lettering, and supported by steel posts and hardware.
    B. Fence panels: Fabricated from aluminum wire mesh, lock crimp weave woven to form an open grille pattern.
        a. Opening – 2” x 2” square
        b. Finish – Mill
        c. Wire diameter – 0.192”
        d. Opening – 2” x 2” square, 83% Open Area
        e. Panel height: 96 inches.
        f. Panel width: 61 inches and 74.75 inches
    C. U-Edging: Aluminum
        a. Thickness: 0.125 gauge
        b. Opening: 0.5”
        c. Width: 2”
        d. Finish: Mitered Corners, MIG Welded, Ground Smooth
        e. Attachment: Mill Finish infill material to be welded to edging every 12”
    D. Posts: Galvanized square steel tubes.
        a. Post Shape: HSS4x4x0.25
        b. Length: Contractor to determine based on plan requirements and field conditions.
        c. Weld square endcap to top of tubular posts.
    E. Letters: Non-illuminated aluminum channel letters.
        a. Height: 6 feet
        b. Thickness: 5”
        c. Paint: White on front surface, red on returns using Kynar Resin Paint.
        d. Mounting system: 4 rows of aluminum channel mounting rails, mechanically fastened with lock-nut – tamper-proof hidden fasteners.
2. Coatings
    A. All steel components shall be hot-dipped galvanized to 1.25 ounces per square foot minimum zinc coating in accordance with ASTM A123.
    B. Fence posts and connection angles to be powder coated in federal color number 17175.

3. Material

   A. Wire mesh shall be Aluminum Alloy 1350-H19.

   B. Aluminum letters and mounting channels shall conform to the requirements of ASTM B221, Alloy 6061-T6.

   C. Mounting points and connection plates shall conform to the requirements of ASTM A709, with a minimum yield strength of 50,000 psi.

   D. Steel posts shall conform to the requirements of ASTM A500, with a minimum yield strength of 50,000 psi.

   E. Bolts, washers and nuts shall conform to the requirements of ASTM 325.

Add the following to 643.2.01:

Upon receipt at the job site, all Fence, Special Design materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather,vandalism, and theft.

Add the following to 643.3.03:

All new installation shall be laid out by the contractor in accordance with the construction plans.

Add the following to 643.3.04:

The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2589.

Add the following to 643.3.05:

J. Fence, Special Design

Construct fence in accordance to shop drawings and manufactures requirements.

All welding shall conform to the applicable requirements of Section 501 of the Georgia DOT Specifications. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

During handling, protect painted finish from damage. If damaged during handling, repair damaged area per manufacturer's recommendations.

Provide the engineer with the name, address, and phone number of a representative of the fence fabricator for future coordination.

Panels shall be installed with horizontal wires facing inwards or facing outwards, according to customer's instruction.

Add the following to 643.3.06:

Obtain Fence, Special Design through one source from a single manufacturer.

Add the following to 643.4:

Fence, Special Design will be measured by linear foot (meter) along bottom of fence from outside of end posts.

Add the following to 643.5 Payment:

Fence, Special Design is paid for at the unit price bid per linear foot complete and in place as specified. The payment is full compensation for all fabrication and installation of each unit, including preparation of shop drawings, providing test panel, and the cost of furnishing all tools, safety devices, labor, equipment, and all other necessary items to complete the work.

Payment will be made under:

Item No. 643	Fence, Special Design	Per Linear Foot

EXHIBIT B
AESTHETIC FEATURE(S) PAY ITEMS & QUANTITIES

Pay Item Number	Quantity	Unit	Description
643-8405	424	LF	Fence, Special Design Bridge #1--Streetscape

APPENDIX A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of **THE CITY OF STONECREST, GEORGIA** whose address is **3120 Stonecrest Boulevard, Suite 190 Stonecrest, GA 30038** and it is also certified that:

I. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

II. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, have been complied with throughout the Agreement period.

_____ _____

Date Signature

APPENDIX B

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the LOCAL GOVERNMENT, certifies that the LOCAL GOVERNMENT:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the LOCAL GOVERNMENT shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

CITY COUNCIL AGENDA ITEM

SUBJECT: Agreement for Mowing & Maintenance with GDOT at panola Road Bridgescape

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: Mowing and Maintenance Agreement with GDOT**

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Hari Karikaran, PE, City Engineer

PRESENTER: Hari Karikaran, PE, City Engineer

PURPOSE: To approve a Mowing and Maintenance Agreement between Georgia Department of Transportation (GDOT) and City of Stonecrest to maintain Bridgecape at Panola Road/I-20 Bridge.

FACTS: On August 10, 2023, Mayor Cobble requested GDOT to consider modifying the design of Panola/I-20 Interchange to include "Stonecrest" Wayfinding signs on both sides of the Bridge. GDOT agreed with the request and on March 25, 2024, Council approved an MOA with GDOT to modify the design using GDOT Design consultant and approved funding of $130,000. Panola/I-20 Interchange design is now complete and GDOT has set the Let date for December 19, 2025. GDOT has requested the City to enter into a Mowing and Maintenance Agreement to maintain Bridgescape (STONECREST Lettering Structure) on the Bridge.

OPTIONS: Approve, Deny, Defer N/A

CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff recommend approval the Mowing and Maintenance Agreement and authorize Mayor to execute the Agreement with GDOT. No Funding implications for this agreement at this point.

ATTACHMENTS:

(1) Attachment 1 - Mowing and Maintenance Agreement (MMA) between GDOT and City of Stonecrest for Panola/I-20 Bridgescape (PI:0002868)
(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.

Georgia Department of Transportation

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

11/24/2025

PI No. 0002868, DeKalb County
Panola Rd @ I-20 From Fairington Rd to Snapfinger Woods Dr

Jazzmin Randall Cobble, Mayor
City of Stonecrest
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038
Attention: Hari Karikaran

Dear Mayor Cobble:

Attached is the Mowing and Maintenance Agreement (MMA) outlining the Local Government's responsibilities related to maintenance for the above-referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, the City of Stonecrest will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Gretel Sims, at (470) 747-2558.

Sincerely,

Kimberly W. Nesbitt

Kimberly W. Nesbitt
State Program Delivery Administrator

NEN
C.A.R
KWN:CAR:NEN:GS
Attachment(s)

cc: Albert V. Shelby, III, Director of Program Delivery
Paul D. DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District 7 Planning & Programming Liaison

RIGHT OF WAY MAINTENANCE AGREEMENT

by and between the

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

CITY OF STONECREST

for

PROJECT P.I. 0002868
Panola Road @ I-20 FM Fairington Road to Snapfinger Woods Drive
Bridge Serial Number (existing): 089-0228-0
Bridge Serial Number (new); XXX-XXXX-X
Note: Bridge serial number to assigned after first inspection of new bridge

THIS AGREEMENT is made and entered into on _____ ("Effective Date") by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as the **"DEPARTMENT"** or **"GDOT"**, and City of Stonecrest, hereinafter referred to as **LOCAL GOVERNMENT** (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the **DEPARTMENT** desires to enter into a partnership with the **LOCAL GOVERNMENT** to perform certain services relating to maintenance within the **DEPARTMENT's** right-of-way, such work hereinafter referred to as the **"MAINTENANCE WORK"**, the specific activities for which are set forth in **Exhibit A, DETAILED MAINTENANCE WORK PLAN**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **MAINTENANCE WORK**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to perform or cause to be performed the **MAINTENANCE WORK** and the **DEPARTMENT** has relied upon such representation.

NOW, **THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I
SCOPE OF MAINTENANCE WORK

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **MAINTENANCE WORK** consisting of certain services related to maintaining that portion of the **DEPARTMENT's** right-of-way on the bridge (Existing serial number 089-0228-0/ New serial number XXX-XXXX-X) over Interstate 20 ("**MAINTENANCE WORK AREA**"). This Agreement does **not provide the LOCAL GOVERNMENT**,

by implication or otherwise, any right, title or interest in or to the **DEPARTMENT's** right-of-way in general nor to the **MAINTENANCE WORK AREA** specifically, except the right to conduct the **MAINTENANCE WORK** set forth in the **DETAILED MAINTENANCE WORK PLAN** (**Exhibit A**) and in accordance with the terms and conditions of this Agreement.

The duties and responsibilities of the **LOCAL GOVERNMENT** for the **MAINTENANCE WORK** are set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants the **LOCAL GOVERNMENT** the right to maintain the **MAINTENANCE WORK AREA**, which is located in Dekalb County, as may be more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right-of-way in a manner so as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that the **MAINTENANCE WORK** be performed by a third party on its behalf, the **LOCAL GOVERNMENT** and the third party shall enter into a separate agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for the **MAINTENANCE WORK**, or portions thereof, rendered in accordance with **Exhibit A**. The agreement between the **LOCAL GOVERNMENT** and any third party, shall meet all operational and administrative requirements, including the provision of liability insurance, as set forth in this Agreement. All liability associated with the **MAINTENANCE WORK** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any component of the **MAINTENANCE WORK**, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the **MAINTENANCE WORK AREA**, the **LOCAL GOVERNMENT** understands and agrees that, prior to performance of the **MAINTENANCE WORK**, it shall notify the appropriate **DEPARTMENT** district office in which the **MAINTENANCE WORK AREA** is located and obtain a traffic interruption report form, which it must complete and submit to TrafficInterruptionReports@dot.ga.gov for the **DEPARTMENT's** approval, or as otherwise instructed by the **DEPARTMENT** district office.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin the **MAINTENANCE WORK** either (i) immediately after receiving an executed copy of the Agreement or (ii) upon completion of the construction project P.I. #0002868, **Panola Road I-20 FM Fairington Road to Snapfinger Woods Drive** unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If any Party desires to alter the scope, character or complexity of the **MAINTENANCE WORK**, a supplemental agreement shall first be executed between the Parties. It is understood, however, that the

LOCAL GOVERNMENT shall not engage in any activities or conduct any work which would be considered to be outside the scope of the **MAINTENANCE WORK** authorized by the **DEPARTMENT** pursuant to this Agreement. Minor changes in the **MAINTENANCE WORK** which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the **MAINTENANCE WORK** may be made by written notification of such change by any Party with prior written approval by the other Party.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the **MAINTENANCE WORK**, or any component thereof, is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the **DEPARTMENT**.

ARTICLE VI
INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

   ☒ is self-insured.

   OR

   ☐ shall obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

   Prior to beginning the **MAINTENANCE WORK**, a copy of the certificate(s) of insurance and endorsement page(s) in at least the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement shall be furnished to the **DEPARTMENT**.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and licensed and registered to do business in the State of Georgia:
   (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
   (b) Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
   (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure to procure and maintain the insurance coverages as set forth above shall be considered a default and cause for termination of this Agreement and, if

applicable, forfeiture of the Performance and Payment Bonds.

(d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:

i. Name, address, signature and telephone number of authorized agents.
ii. Name and address of insured.
iii. Name of Insurance Company.
iv. Description of coverage in standard terminology.
v. Policy number, policy period and limits of liability.
vi. Name and address of DEPARTMENT as certificate holder.
vii. Thirty (30) day notice of cancellation.
viii. Details of any special policy exclusions, if applicable.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII
COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all **MAINTENANCE WORK** at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **MAINTENANCE WORK** beyond that which would normally occur in the ordinary course of the **DEPARTMENT's** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT's** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this Agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of the **MAINTENANCE WORK** under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right-of-way, and for any damage to the **DEPARTMENT's** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any component of the **MAINTENANCE WORK**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days prior written notice of its intent to terminate, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **MAINTENANCE WORK** under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

(a) The **LOCAL GOVERNMENT,** at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.

(b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.

(c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.

(d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the **MAINTENANCE WORK** as set forth in **Exhibit A**, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "a", "b", "c", and "d" above, as applicable, and then terminate the Agreement.

ARTICLE X
COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES**. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION**. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements

and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

This page is intentionally left blank. Signatures on the next page.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____
Commissioner

ATTEST:

_____
Treasurer

LOCAL GOVERNMENT:

_____(Seal)

Name and Title: _____

ATTEST:

_____
_____

Name and Title: _____

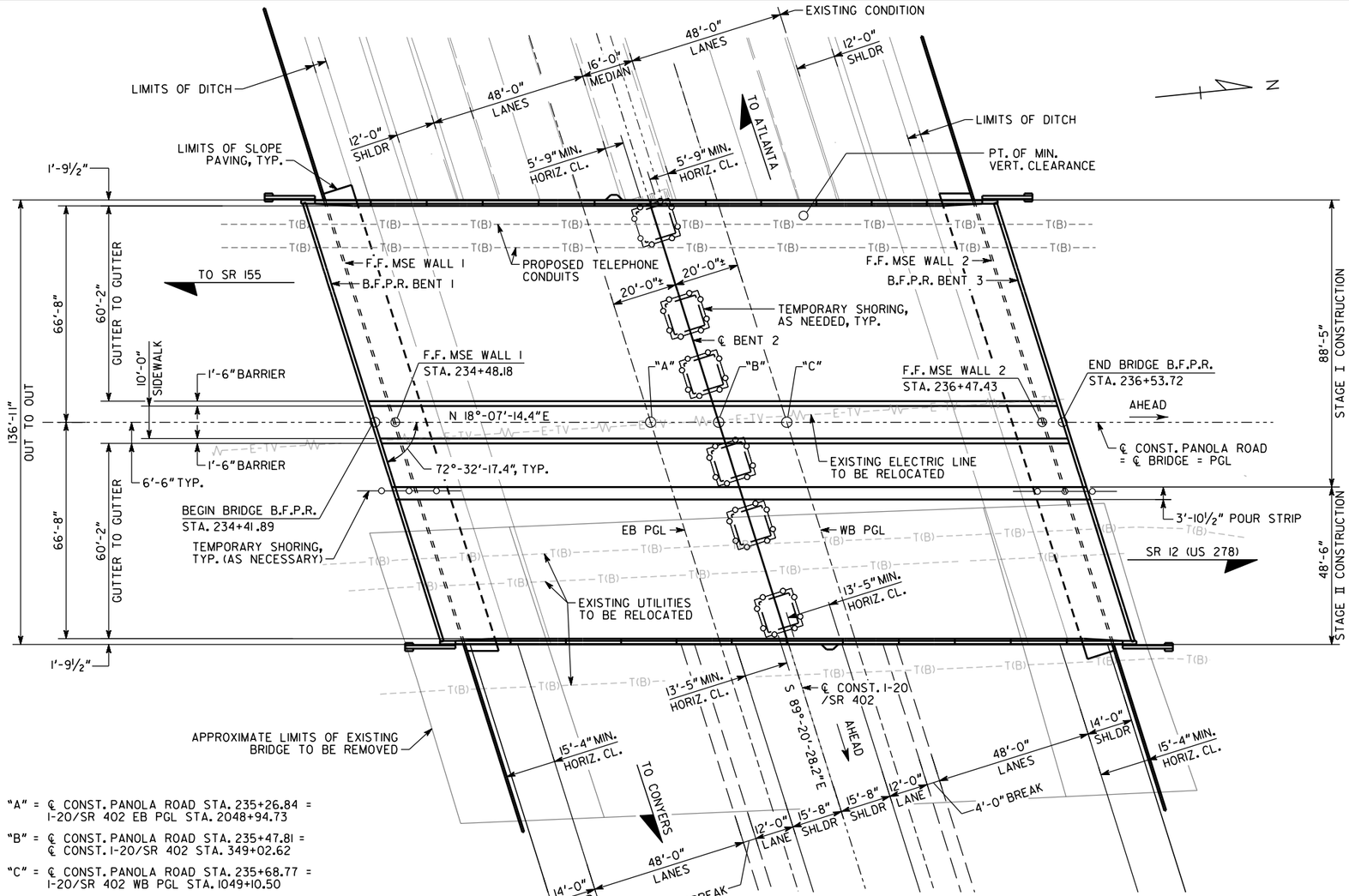
EXHIBIT A

DETAILED MAINTENANCE WORK PLAN

The City of Stonecrest shall be solely responsible for the maintenance, repair, and replacement of all added aesthetic features, including the non-illuminated lettering, support frames, modified fencing, conduit, power supply components, and any additional decorative lighting approved by the Department, and shall bear all associated electrical costs, including recurring utility charges.

GDOT P.I. NO. 0002868

Item XIII. f.

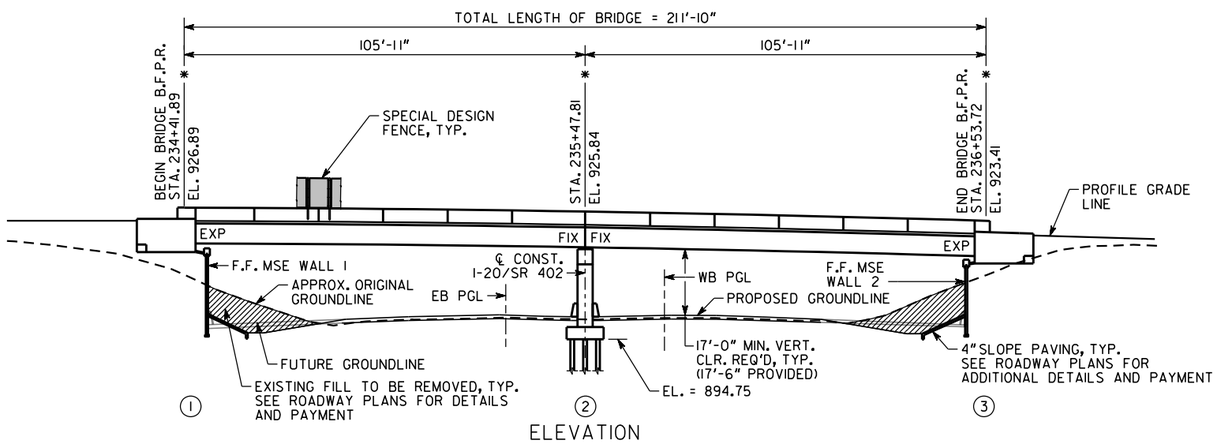


PLAN

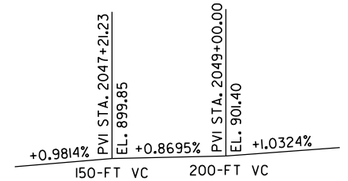
"A" = ℄ CONST. PANOLA ROAD STA. 235+26.84 = I-20/SR 402 EB PGL STA. 2048+94.73

"B" = ℄ CONST. PANOLA ROAD STA. 235+47.81 = ℄ CONST. I-20/SR 402 STA. 349+02.62

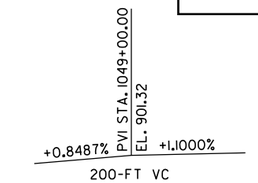
"C" = ℄ CONST. PANOLA ROAD STA. 235+68.77 = I-20/SR 402 WB PGL STA. 1049+10.50



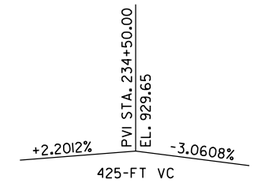
ELEVATION



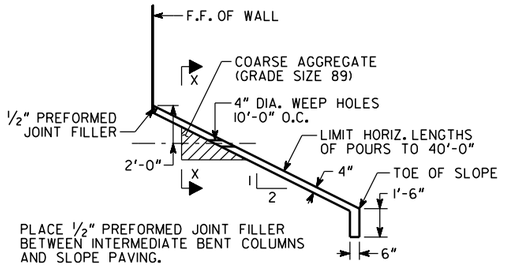
VERTICAL CURVE DATA
I-20/SR 402 - EB PGL



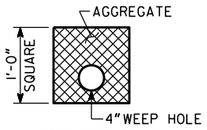
VERTICAL CURVE DATA
I-20/SR 402 - WB PGL



VERTICAL CURVE DATA
CR 5150 (PANOLA ROAD)



SLOPE PAVING DETAIL
NO SCALE



SECTION X-X
NO SCALE

NOTES

1. ALL BENTS ARE PARALLEL.
2. END BENT PILES NOT SHOWN.
3. HORIZONTAL CLEARANCES MEASURED TO FACE OF INTERMEDIATE BENT CAP OR FF OF MSE WALL.
* 4. STATIONS AND ELEVATIONS ARE ALONG PROFILE GRADE LINE AT THE INTERSECTION OF PROFILE GRADE LINE AND B.F.P.R. OR ℄ BENT.

BRIDGE SERIAL NO. 089-0228-0
BRIDGE I.D. NO. 089-09012M-018.07E
PROJECT P.I. NO. 0002868

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

GEORGIA REGISTERED No. 36762 PROFESSIONAL ENGINEER CHRISTOPHER M JOHNSON
11-01-2024

PLAN AND ELEVATIONS
CR 5150 (PANOLA ROAD) OVER
I-20
DEKALB COUNTY NHS00-0002-00-(868)

DRAWING NO. 35-0001
BRIDGE SHEET 1 OF 28

SCALE: 1" = 20'-0" OCTOBER 2024

DESIGNED GMS CHECKED AJB REVIEWED
DRAWN GMS DESIGN GROUP DLW APPROVED

947

DATE / REVISIONS / BY

$USER$ DATE$$$ TIME$$$ 1 INCH WHEN PRINTED FULL SIZE DGN

BRIDGE CONSISTS OF

2 - 105'-11" BULB TEE, 63 IN, PSC BEAM SPANS ---------- SPECIAL DESIGN

1 - CONCRETE INTERMEDIATE BENT ---------- SPECIAL DESIGN

2 - STEEL H PILE END BENTS WITH MSE ABUTMENTS ---------- SPECIAL DESIGN

4 - END POST AND GUARDRAIL ATTACHMENT DETAIL ---------- GA. STD. 3054 (9-30-02)
(L = 4'-3"; W = 1'-1"; H = 3'-6")
(L = 4'-9"; W = 1'-1"; H = 3'-6")

BAR BENDING DETAILS ---------- GA. STD. 3901 (8-69)

CONCRETE BARRIERS - TEMPORARY ---------- GA. STD. 4960 (5-10-07)

SPECIAL DESIGN FENCE ---------- SPECIAL DESIGN

TRAFFIC DATA

TRAFFIC ---------- ADT = 51,950 (2025)
ADT = 69,900 (2045)

DESIGN SPEED ---------- 45 MPH

TRUCKS ---------- 5 %

UTILITIES

TELEPHONE CONDUITS ---------- AT&T

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AND 2024 SUPPLEMENTAL SPECIFICATIONS AS MODIFIED BY CONTRACT DOCUMENTS.

REINFORCING STEEL - PLACE AND TIE ALL REINFORCING STEEL IN ACCORDANCE WITH THE GEORGIA DOT SPECIFICATIONS. DO NOT WELD REINFORCING STEEL. MAINTAIN 2 INCH MINIMUM CLEARANCE ON ALL REINFORCEMENT UNLESS OTHERWISE NOTED.

CHAMFER - CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" UNLESS OTHERWISE NOTED.

PROTECTIVE PLATFORMS - PROVIDE PROTECTIVE PLATFORMS AT THIS SITE, SEE SECTION 510 OF THE GEORGIA DOT SPECIFICATIONS. MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 17'-0" ABOVE I-20.

TEMPORARY SHORING - INCLUDE THE COST OF TEMPORARY SHORING AS NECESSARY FOR BRIDGE CONSTRUCTION IN THE OVERALL BID SUBMITTED.

TEMPORARY BARRIERS, METHOD 1 - PLACE TEMPORARY BARRIERS AS SHOWN ON THE PLANS AND GEORGIA STANDARD NOS. 4960 AND 4961 TO PROVIDE FOR 4 - 11'-0" TRAFFIC LANES AND 3 - 10'-0" TURN LANES IN STAGE I AND II AND TO PROVIDE FOR 7 - 11'-0" TRAFFIC LANES IN STAGE III. SUPPLY AND USE THE BARRIER IN ACCORDANCE WITH SECTION 620 OF THE GEORGIA DOT SPECIFICATIONS.

TRAFFIC CONTROLS - SEE ROADWAY PLANS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROL PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED ON THE GEORGIA DOT WEBSITE AT:

HTTP://WWW.DOT.GA.GOV/BS/PROJECTS/PROJECTSEARCH

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER I-20-2(5)65 (PROJECT ID NO. H006689) AND WAS WIDENED UNDER PROJECT NUMBER IR-20-2(101)01 (PROJECT ID NO. 750650).

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. MEASURE CAMBER OF STAGE II BEAMS AND ADJUST "D" DIMENSION AND CAP ELEVATIONS AS NECESSARY FOR MEASURED CAMBER.

EPOXY RESIN ADHESIVE - APPLY EPOXY RESIN ADHESIVE TYPE II TO ALL HARDENED CONCRETE SURFACES JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT STAGE OF CONSTRUCTION, SEE SECTION 886 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND APPLICATION IN THE OVERALL BID SUBMITTED.

WAITING PERIOD - NONE REQUIRED.

GENERAL NOTES (CONT'D)

PLAN DRIVING OBJECTIVE - SEE SUBSTRUCTURE DETAILS.

DRIVING RESISTANCE - DETERMINE DRIVING RESISTANCE FOR PILES USING DYNAMIC PILE TESTING IN ACCORDANCE WITH SUB-SECTION 520.3.05.D.2 OF THE GEORGIA DOT SPECIFICATIONS. DYNAMIC PILE TESTING SHALL BE REQUIRED AT BENT 1 RIGHT AND BENT 3 LEFT.

DYNAMIC PILE TESTING - PERFORM PILE TESTING USING THE PILE DRIVING ANALYZER (PDA) IN ACCORDANCE WITH SPECIAL PROVISION SECTION 523. NOTIFY THE GEOTECHNICAL BUREAU OF THE GEORGIA DOT OFFICE OF MATERIALS AND TESTING AT GEOTECHNICAL_SUBMITTALS@DOT.GA.GOV TWO WEEKS PRIOR TO DRIVING PILES. SUBMIT ALL FILES REQUIRED BY SPECIAL PROVISION 523 TO THE EMAIL ABOVE FOR REVIEW AND APPROVAL.

WAVE EQUATION - PERFORM WAVE EQUATION ANALYSIS (WEAP) IN ACCORDANCE WITH SUB-SECTION 520.3.05.D.2 OF THE GEORGIA DOT SPECIFICATIONS. PROVIDE RESULTS OF THE WEAP TO THE GEOTECHNICAL BUREAU OF THE GEORGIA DOT OFFICE OF MATERIALS AND TESTING AT GEOTECHNICAL_SUBMITTALS@DOT.GA.GOV FOR REVIEW AND APPROVAL TWO WEEKS PRIOR TO DRIVING PILES.

STEEL H-PILES - USE STEEL FOR H-PILES THAT MEETS THE REQUIREMENTS OF ASTM A709 GR 50.

PILE LENGTHS - ERRATIC PILE LENGTHS CAN BE EXPECTED.

PILOT HOLES - DRILL A 24" DIAMETER PILOT HOLE TO A MINIMUM ELEVATION OF 877 AT BENT 2 LEFT, 878 AT BENT 2 CENTER AND BENT 2 RIGHT, AND 885 AT BENT 3 RIGHT FOR EACH PILE. THE PILOT HOLE MUST BE CLEAN AND FREE OF DEBRIS. PROVIDE A MINIMUM EMBEDMENT OF 5 FEET INTO SOUND ROCK. FILL PILOT HOLE WITH CLASS A CONCRETE TO THE TOP OF ROCK AFTER PILE IS SEATED. SEAT THE PILE AT THE BOTTOM OF THE PILOT HOLE BY STRIKING PILE WITH A WARM PILE HAMMER. THE PILE IS SEATED WHEN A MOVEMENT OF 1/4 INCH OR LESS IN FIVE BLOWS IS OBSERVED. TEMPORARY CASING MAY BE NECESSARY TO PREVENT COLLAPSE OF PILOT HOLES PRIOR TO PILE INSTALLATION.

PILE POINTS - REINFORCE ALL PILE TIPS AT BENTS 1 AND 3 LEFT IN ACCORDANCE WITH SECTIONS 520 AND 855 OF THE GEORGIA DOT SPECIFICATIONS.

SMOOTH DOWEL BARS - PLACE SMOOTH DOWEL BARS IN FORMED 3" DIAMETER X 12" DEEP HOLES AND GROUT IN PLACE SIMILAR TO ANCHOR BOLTS, SEE SUB-SECTION 501.3.05.B.3 OF THE GEORGIA DOT SPECIFICATIONS. STIRRUPS MAY BE SHIFTED SLIGHT TO CLEAR FORMED HOLES.

ABUTMENT SOIL REINFORCING DEVICE INSERTS - INCLUDE THE COST OF FURNISHING AND INSTALLING INSERTS FOR SOIL REINFORCING DEVICES AT ABUTMENT IN THE OVERALL BID SUBMITTED.

FILL SETTLEMENT - PROTECT PILES DRIVEN AT BENTS 1 AND 3 FROM NEGATIVE SKIN FRICTION WHEN USED IN CONJUNCTION WITH MECHANICALLY STABILIZED EARTH WALLS, SEE SECTION 551 OF THE GEORGIA DOT SPECIFICATIONS. DRIVE PILES AT END BENTS BEFORE WALL LEVELING PADS ARE CONSTRUCTED.

UTILITY HANGERS - FURNISH AND INSTALL CONCRETE INSERTS. USE ANVIL FIGURE 282, AAA TECHNOLOGY FIGURE 912 OR APPROVED EQUAL CONCRETE INSERTS. INCLUDE THE COST OF FURNISHING AND INSTALLING CONCRETE INSERTS IN THE OVERALL BID SUBMITTED. ALL OTHER COMPONENTS OF HANGER ASSEMBLIES SHALL BE FURNISHED AND INSTALLED BY UTILITY OWNER UNLESS OTHERWISE SHOWN IN THE UTILITY PLANS.

STEEL DIAPHRAGMS - SUBSTITUTION FOR STEEL DIAPHRAGMS IS NOT ALLOWED FOR THIS BRIDGE.

POUR STRIP - CONCRETE FOR THE POUR STRIP SHALL BE CLASS AA-1 CONCRETE AND SHALL BE PAID FOR IN "LUMP SUPERSTR CONCRETE."

GROOVED CONCRETE - GROOVE THE ENTIRE LENGTH OF THE BRIDGE TRANSVERSELY AS PER SUB-SECTION 500.3.05.T.9.C OF THE GEORGIA DOT SPECIFICATIONS. PROVIDE GROOVING BEFORE PLACING TRAFFIC ON DECK.

WELDING - ALL WELDING ON GEORGIA DOT PROJECTS SHALL BE PERFORMED BY GDOT CERTIFIED WELDERS THAT HAVE IN THEIR POSSESSION A CURRENT WELDING CERTIFICATION CARD ISSUED BY THE OFFICE OF MATERIALS AND TESTING. USE ONLY E70XX (EXCLUDING E7014 AND E7024) LOW HYDROGEN ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING.

BRIDGE REMOVAL - REMOVE EXISTING BRIDGE AS PER SUB-SECTION 540.3.05 OF THE GEORGIA DOT SPECIFICATIONS.

SALVAGE MATERIAL - NO MATERIAL REMOVED FROM THE EXISTING STRUCTURE SHALL BE SALVAGED FOR USE BY THE GEORGIA DOT.

GENERAL NOTES (CONT'D)

SHOP DRAWING SUBMISSION - SUBMIT SHOP DRAWINGS WITH DEPENDENT INFORMATION AS A SET. SHOP DRAWINGS FOR BEAMS AND METAL DECK FORMS WILL NOT BE REVIEWED UNTIL ALL HAVE BEEN RECEIVED.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

DESIGN DATA

SPECIFICATIONS ---------- AASHTO LRFD 9TH EDITION, 2020
(DESIGNED FOR SEISMIC PERFORMANCE ZONE IA, AS = 0.095, SDI = 0.128)

DESIGN VEHICLE LIVE LOAD ---------- HL-93

FUTURE PAVING ALLOWANCE ---------- 30 LBS PER SQ FT

CONCRETE: SUPERSTRUCTURE ---------- CLASS D, f'_c = 4,000 PSI
BARRIER ---------- CLASS D, f'_c = 4,000 PSI
PSC BEAMS ---------- CLASS AAA, f'_c = SEE BEAM SHEETS
PSC BEAM ALLOWABLE TENSION ---------- SEE BEAM SHEETS
SUBSTRUCTURE ---------- CLASS AA, f'_c = 3,500 PSI

REINFORCEMENT STEEL: ---------- GRADE 60, f_y = 60,000 PSI

PRETENSIONING STRANDS: ---------- f'_s = 270,000 PSI

STEEL H-PILES: ---------- GRADE 50, f_y = 50,000 PSI

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

GENERAL NOTES (1 OF 2)
CR 5150 (PANOLA ROAD) OVER
I-20

DEKALB COUNTY NHS00-0002-00-(868)

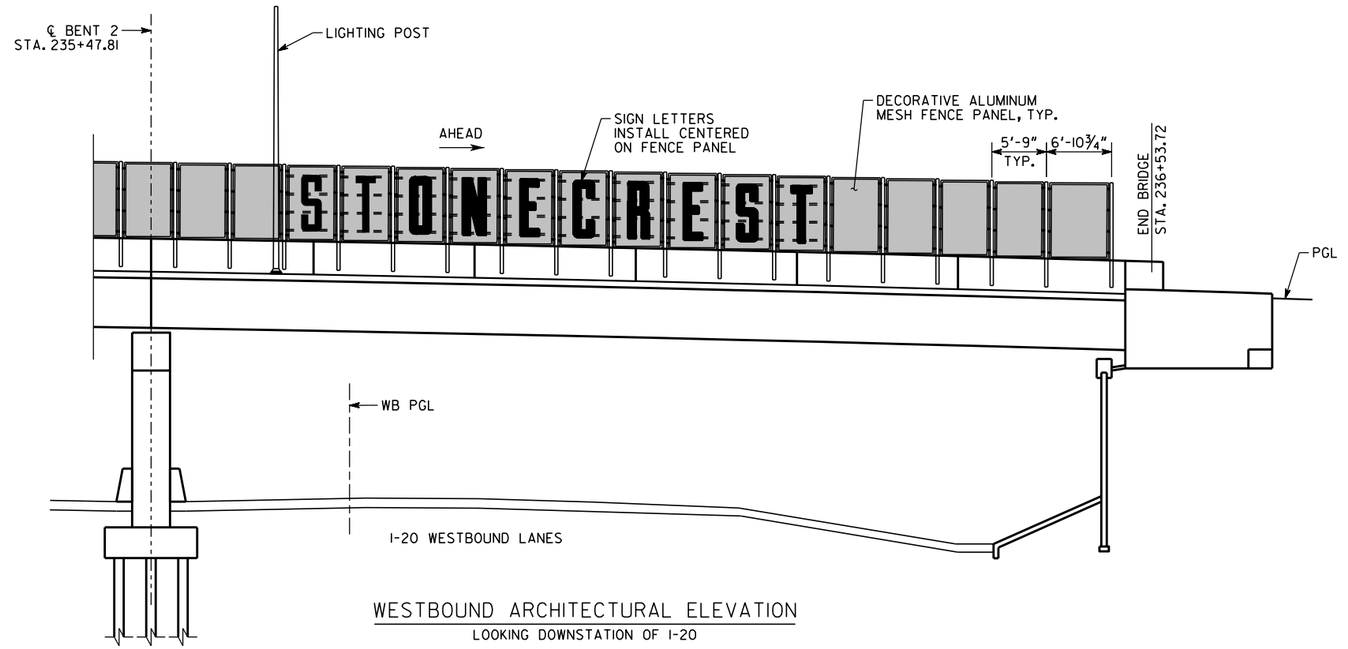
NO SCALE OCTOBER 2024

DESIGNED GMS CHECKED AJB REVIEWED
DRAWN GMS DESIGN GROUP DLW APPROVED

DRAWING NO. 35-0002
BRIDGE SHEET 2 OF 28

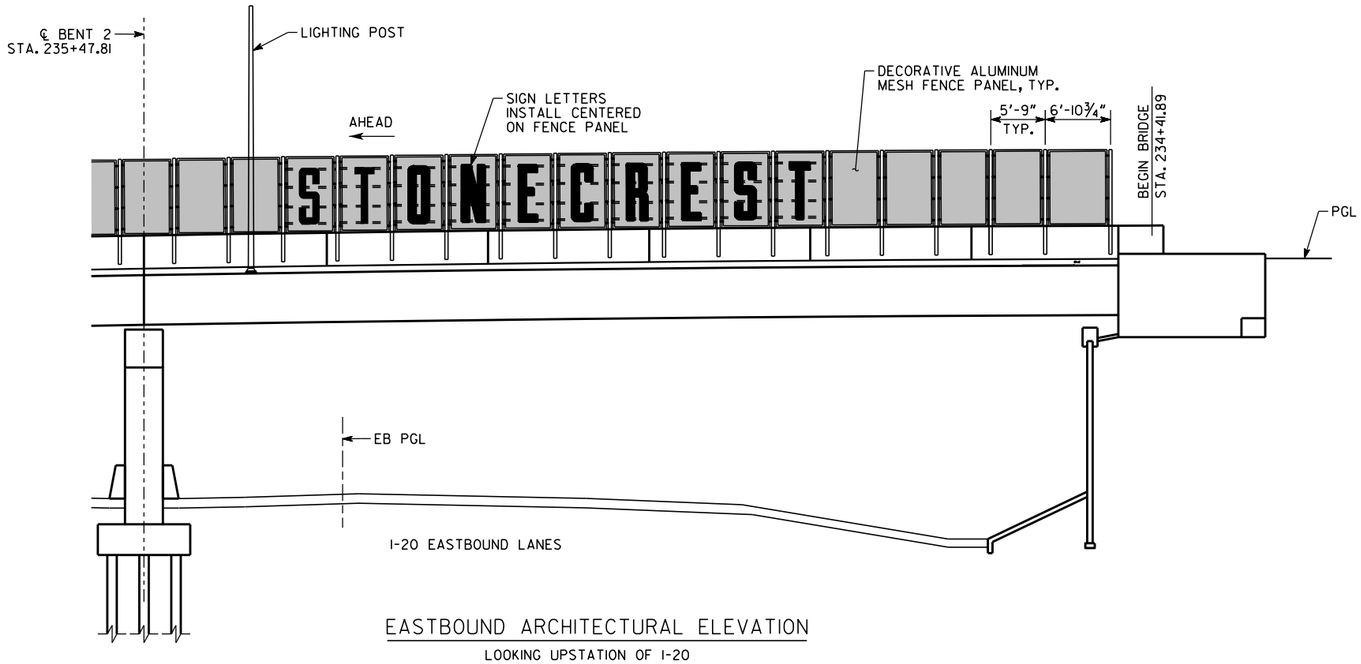
DATE | REVISIONS | BY

948



WESTBOUND ARCHITECTURAL ELEVATION

LOOKING DOWNSTATION OF I-20



EASTBOUND ARCHITECTURAL ELEVATION

LOOKING UPSTATION OF I-20

NOTES

1. SEE MISCELLANEOUS SUPERSTRUCTURE DETAILS 2 FOR LIGHTING BLISTER DETAILS.
2. SEE MISCELLANEOUS SUPERSTRUCTURE DETAILS 4 FOR LETTER, POST, PANEL AND CONNECTION DETAILS.

BRIDGE NO. 1

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

SUPERSTRUCTURE MISC. DETAILS (3 OF 4)
CR 5150 (PANOLA ROAD) OVER
I-20
DEKALB COUNTY NHS00-0002-00-(868)

DRAWING NO. 35-0013
BRIDGE SHEET 13 OF 28

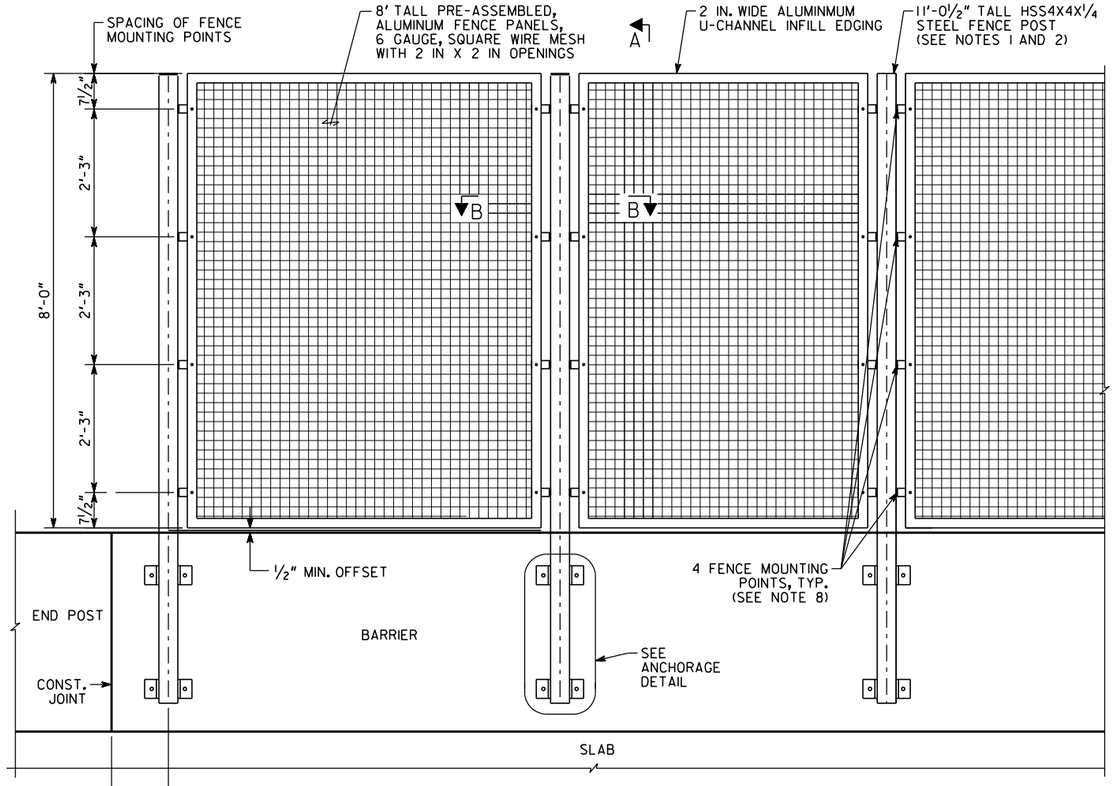
REVISIONS | BY | DATE

SCALE: 1/8" = 1'-0" OCTOBER 2024

DESIGNED AJB | CHECKED CMJ | REVIEWED
DRAWN AJB | DESIGN GROUP DLW | APPROVED

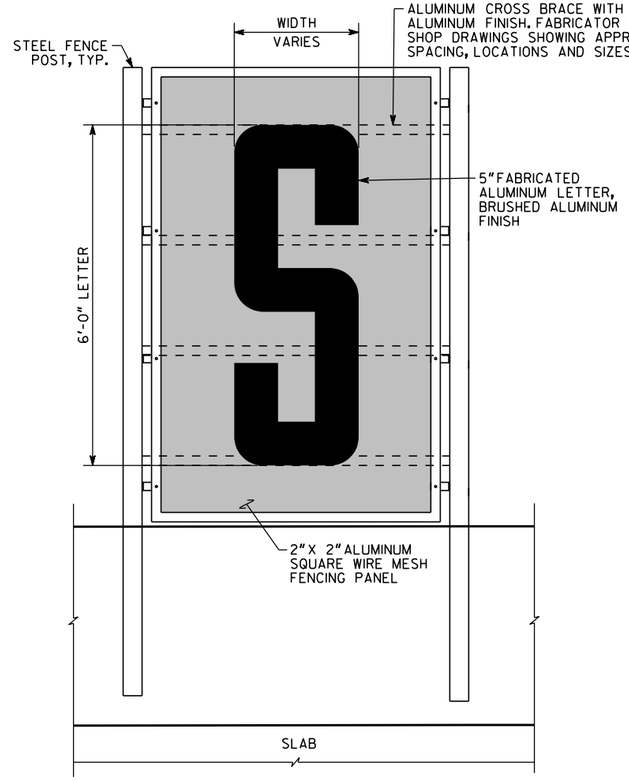
949

$USER$ DATE$$$ TIME$$$ 1 INCH WHEN PRINTED FULL SIZE DGN



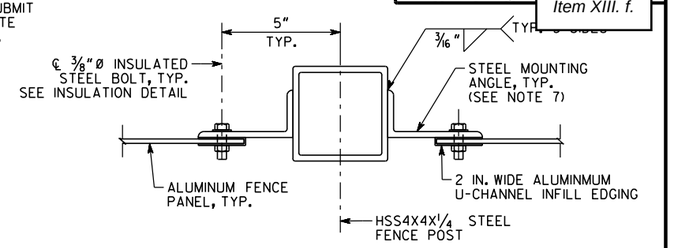
FENCE ELEVATION

LOOKING AT OUTSIDE BARRIER FACE



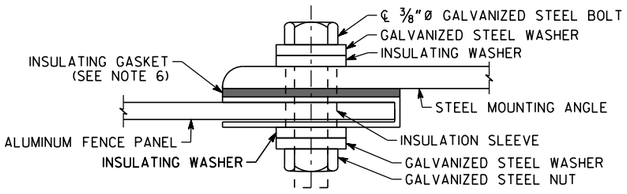
SIGN LETTER DETAIL

SIGN LETTER "S" SHOWN, OTHER LETTERS SIMILAR



SECTION B-B

NO SCALE



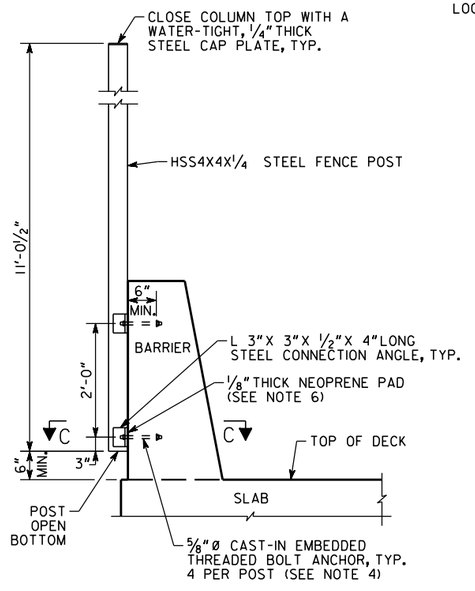
INSULATION DETAIL

NO SCALE

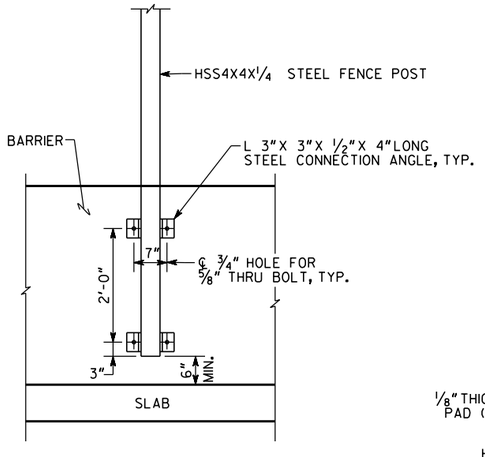
NOTES

1. FENCE POSTS TO BE INSTALLED VERTICALLY PLUMB AND ALUMINUM WIRE MESH TO BE INSTALLED VERTICALLY PLUMB AND HORIZONTALLY LEVEL TO THE FENCE POSTS.
2. FENCE POSTS SHALL BE ASTM A500 GRADE C STEEL AND CONNECTION ANGLES SHALL BE ASTM A709 GRADE 50 STEEL. FENCE POSTS AND CONNECTION ANGLES SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM 123. FENCE POSTS AND CONNECTION ANGLES SHALL BE POWDER COATED FEDERAL COLOR 17175 SILVER/ALUMINUM INTERNATIONAL.
3. ALL ALUMINUM MEMBERS SHALL BE ASTM B221, ALLOY 6061-T6.
4. CAST-IN EMBEDDED THREADED BOLT ANCHORS SHALL BE ⅝"DIA. X 10½"LONG, ASTM 572 GRADE 50 WITH ASR HEX NUT AND STD. PLATE WASTER AT EMBEDDED END. PROVIDE GALVANIZED ASR HEX NUT, STD. WASHER, AND SPLIT RING LOCK WASHER AT EXPOSED END. EMBEDDED ANCHORS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123.
5. INSULATING GASKET SHALL BE NEOPRENE OR HIGH DENSITY POLYETHYLENE.
6. PROVIDE ⅛"THICK NEOPRENE PAD BETWEEN FACE OF STEEL MEMBERS AND BARRIER TO ENSURE UNIFORM BEARING. INCLUDE COST OF NEOPRENE PAD IN THE PRICE BID FOR "FENCE, SPECIAL DESIGN - STREETSCAPE."
7. SUBMIT SHOP DRAWINGS SHOWING ALL ELEMENTS, DETAILS AND DIMENSIONS NECESSARY FOR FABRICATING AND INSTALLING THE ENTIRE FENCE SYSTEM TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BEGINNING FABRICATION.
8. SEE SHEET 35-0013 FOR PLACEMENT OF SIGN LETTERS. DETAILS FOR SIGN LETTERS AND ATTACHMENT TO FENCING IS CONCEPTUAL AND FOR ILLUSTRATIVE PURPOSES ONLY. SUBMIT SHOP DRAWINGS FOR SIGN LETTERS AND FENCE ATTACHMENT DETAILS, INCLUDING DESIGN CALCULATIONS STAMPED BY A REGISTERED GEORGIA PROFESSIONAL ENGINEER, FOR REVIEW AND APPROVAL PRIOR TO BEGINNING FABRICATION. SEE SPECIAL PROVISION 643 FOR FURTHER DETAILS.

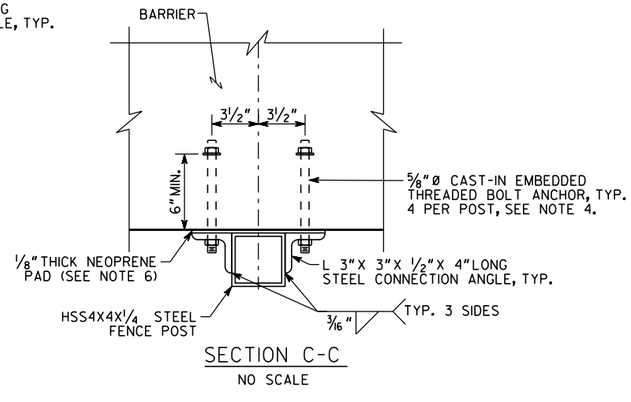
BRIDGE NO. 1



SECTION A-A



ANCHORAGE DETAIL



SECTION C-C

NO SCALE

GDOT P.I. NO. Item XIII. f.

AECOM

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

SUPERSTRUCTURE MISC. DETAILS (4 OF 4)
CR 5150 (PANOLA ROAD) OVER I-20
DEKALB COUNTY NHS00-0002-00-(868)

SCALE: ¾"= 1'-0" (UNLESS NOTED OTHERWISE) OCTOBER 2024

DRAWING NO. 35-0014
BRIDGE SHEET 14 OF 28

DESIGNED	AJB	CHECKED	CMJ	REVIEWED	
DRAWN	AJB	DESIGN GROUP	DLW	APPROVED	

DATE | REVISIONS | BY

1 INCH WHEN PRINTED FULL SIZE

0002868_35-0014_misc 4 Streetscape.dgn

amanda.berry 10/31/2024 4:41:05 PM

CERTIFICATE OF COVERAGE

GEORGIA MUNICIPAL ASSOCIATION

ADMINISTRATOR: 678-361-0886 FAX 404-460-3755 mamurray@lockton.com
Lockton Companies
3280 Peachtree Road
Suite 250
Atlanta, GA 30305

NAMED MEMBER
City of Stonecrest
3120 STONECREST BLVD
Suite 190
STONECREST, GA 30038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Company Affording Coverage

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)

COMPANY B:

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREMENT PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS	DEDUCTIBLE
GENERAL LIABILITY	ST8	5/1/2025	5/1/2026	EACH OCCURRENCE	$1,000,000	$1,000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$1,000,000	$1,000
X OCCURRENCE				MED EXP (Any one person)	EXCLUDED	
X GEN'L AGGREGATE LIMIT APPLIES per POLICY				PERSONAL & ADV INJURY	$1,000,000	$1,000
				GENERAL AGGREGATE	$5,000,000	
				PRODUCTS-COMP/OP AGG	$5,000,000	$1,000
				LAW ENFORCEMENT LIABILITY	$1,000,000	$10,000
AUTOMOBILE LIABILITY	ST8	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT	$1,000,000	$1,000
X ALL AUTOS				BODILY INJURY (per person)	$	$
X GEORGIA FLEET				BODILY INJURY (per accident)	$	$
X HIRED AND NON-OWNED				PROPERTY DAMAGE (per accident)	$	$
AUTOMOBILE PHYSICAL DAMAGE	ST8	5/1/2025	5/1/2026	ALL VEHICLES		$
NO COVERAGE						
NO VEHICLES OWNED				X SELECTED VEHICLES		$1,000
PUBLIC OFFICIALS LIABILITY	ST8	5/1/2025	5/1/2026		$1,000,000	$10,000
EMPLOYEE BENEFIT LIABILITY	ST8	5/1/2025	5/1/2026		$1,000,000	$1,000
CRIME	ST8	5/1/2025	5/1/2026			
X BLANKET BOND					$500,000	$1,000
X DEPOSITORS FORGERY					$500,000	$1,000
X MONEY & SECURITIES					$500,000	$1,000
PROPERTY	ST8	5/1/2025	5/1/2026			
X BUILDINGS & CONTENTS, including EDP					As per Schedule with GIRMA	$1,000
X MOBILE EQUIPMENT					Actual Cash Value	$1,000
X BOILER AND MACHINERY					As per Schedule with GIRMA	$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage.

CERTIFICATE HOLDER

Georgia Department of Transportation
600 West Peachtree Street, NW – 25th Floor
Atlanta, GA, 30308

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Meghan Murray

By: Lockton Companies

DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GEORGIA MUNICIPAL ASSOCIATION
WORKERS' COMPENSATION SELF-INSURANCE FUND
PO Box 105377
ATLANTA, GA 30348
(404) 688-0472

CERTIFICATE OF COVERAGE

THIS IS TO CERTIFY THAT THE FOLLOWING COVERAGES ARE BEING PROVIDED TO THE FOLLOWING NAMED MEMBER FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE GMA WORKERS' COMPENSATION SELF-INSURANCE FUND IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITIONS OF SUCH COVERAGE.

NAMED MEMBER:	CERTIFICATE HOLDER:
City of Stonecrest 3120 Stonecrest Blvd., #190 Stonecrest, GA 30038	Georgia Department of Transportation One Georgia Center 600 West Peachtree, NW Atlanta, GA 30308
Ref#: 25-WC-102343	

POLICY PERIOD:	**January 1, 2025 - January 1, 2026**

COVERAGE PROVIDED:	COVERAGE LIMITS:
WORKERS' COMPENSATION	**STATUTORY LIMITS**
EMPLOYERS LIABILITY	**OCCURRENCE** **$2,000,000**

COMMENTS:

CANCELLATION:

SHOULD THE ABOVE COVERAGE BE CANCELLED BY EITHER PARTY, THE GMA WORKERS' COMPENSATION SELF-INSURANCE FUND WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NOT OBLIGATION OR LIABILITY OF ANY KIND UPON THE GMA WORKERS' COMPENSATION FUND, ITS BOARD OF TRUSTEES, OR REPRESENTATIVES.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND OR ALTER THE COVERAGE AFFORDED BY MEMBERSHIP IN THE GEORGIA MUNICIPAL ASSOCIATION WORKERS' COMPENSATION SELF-INSURANCE FUND.

June 27, 2025
DATE ISSUED

Stan Deese

STAN DEESE
DIRECTOR, RISK MANAGEMENT SERVICES
AUTHORIZED REPRESENTATIVE

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for Preliminary Plat SDP 25-003 7199 Hayden Quarry Road (Crestview Pointe)

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: Approval of Preliminary Plat for Phase I of Crestview Pointe subdivision.

FACTS: To approve Phase I of the Crestview Pointe Subdivision located at 7199 Hayden Quary Road to grant approval of 65 of the 129 (total) lots.

OPTIONS: Table, Deny, Approve, Approve with Modifications Approval

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

ATTACHMENTS:

(1) Attachment 1 - Staff Analysis/Summary
(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.

CITY COUNCIL AGENDA ITEM

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

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO APPROVE THE PRELIMINARY PLAT FOR PHASE I - CRESTVIEW POINTE LOCATED AT 7199 HAYDEN QUARY ROAD STONECREST, GA 30038; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, Section 14-88 within DIVISION 2 (PLAT APPROVAL PROCEDURE) Chapter 14 (LAND DEVELOPMENT) requires owners of the land or authorized agents where proposed development is to occur to file a preliminary plat with the Director of Community Development along with an application for approval; and

WHEREAS, preliminary plats and applications must contain required information that include existing conditions and proposed features in accordance with Section 14-89; and

WHEREAS, in accordance with Section 14-87 the Director of Community Development shall review the preliminary plat within 90 days of a complete application and preliminary plat; and

WHEREAS, the preliminary plat shall not be forwarded to the mayor and council until such time that the Director of Community Development certifies that preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the City Council shall vote to approve, deny, or defer the preliminary plat based on its compliance with chapter 14 LAND DEVELOPMENT; and

WHEREAS, the Director of Community Development has properly reviewed analyzed the application and preliminary plat submitted by Phase I - Crestview Pointe; and

WHEREAS, the Director of Community Development certifies that the preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the Director of Community Development presents to the City Council the preliminary plat for approval, denial, or deferment LLC attached here as EXHIBIT A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, hereby approves the preliminary plat submitted for Phase I - Crestview Pointe for the development located at **7199 HAYDEN QUARY ROAD STONECREST, GA 30038**.

BE IT FURTHER RESOLVED, that the preliminary plat and supporting documentation are attached here as EXHIBIT A and shall be considered to be and is hereby incorporated as if fully set out herein.

BE IT FURTHER RESOLVED, that the Director of Community Development or her designee is authorized to submit a final plat for final approval and certification.

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

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

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

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM BY:

_____

City Attorney

EXHIBIT A

THE CITY OF
STONECREST
GEORGIA

Staff Analysis of Preliminary Plat

Case Number:	SDP 25-003
Applicant:	M. Chayce Bell
Owner:	RLS Crestview, LLC
Project Location:	7199 Hayden Quary Road Stonecrest, GA 30038
Parcel(s):	16 171 02 003
City Council District:	Council District 1 Councilwoman Tammy Graves
Acreage:	32.09 +/- acres
Current Zoning:	RSM – Small Lot Residential Mix
Overlay District:	Stonecrest Overlay Tier 3
Proposed Zoning:	RSM – Small Lot Residential Mix
Future Land Use Area Designation:	Urban Neighborhood
Proposed Development/Request:	The applicant is requesting an approval of a Preliminary Plat for 65 single-family homes Phase I to be known as Crestview Pointe.
Staff Recommendations:	
City Council Recommendations:	

Background
:

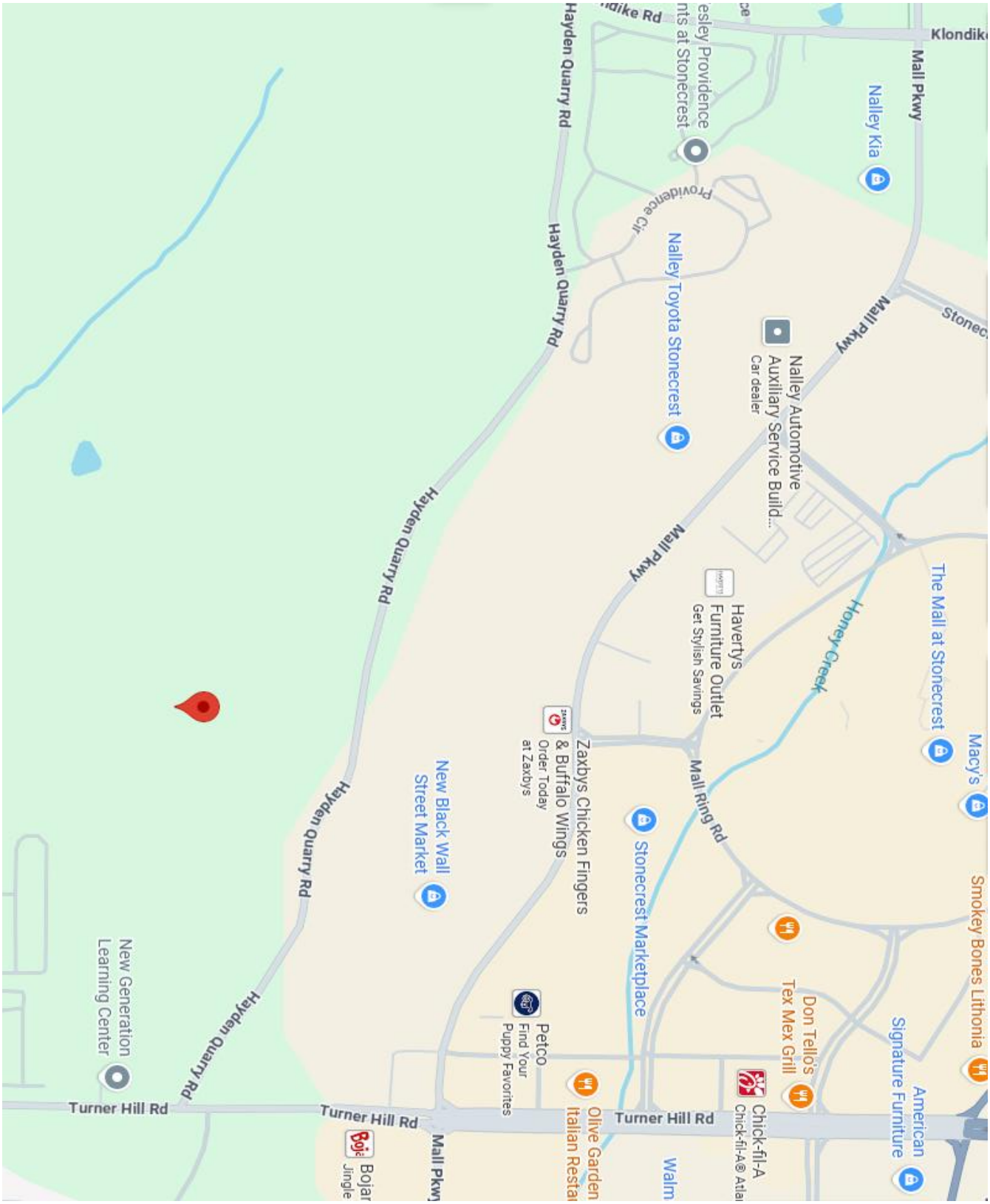
CRESTVIEW POINTE PHASE I PRELIMINARY PLAT:

The applicant proposes to construct a 65 single-family home development to be known as Crestview Pointe. Located at 7199 Hayden Quarry Road, the parcel is currently zoned RSM – Small Lot Residential with an Urban Neighborhood future land use designation in the Stonecrest Overlay -Tier 3.

The site is partially developed with a paved road and underground utilities installed, including stormwater, sewer and water lines. New underground utilities were installed, and portions of the existing pipes (stormwater and sewer) were installed to accommodate the proposed site layout.

This development shares inter-parcel access on Byrdhouse Farm Road. The development will be subject to private covenants and by a mandatory homeowners' association. All owners and residents of property within the Crestview & Crestwind master development that are in good standing with the homeowner's association shall have access to the amenities and common areas. The homeowner's association will be responsible for maintaining the clubhouse & cabana, swimming pool, tot lot, soccer field, and walking trails.

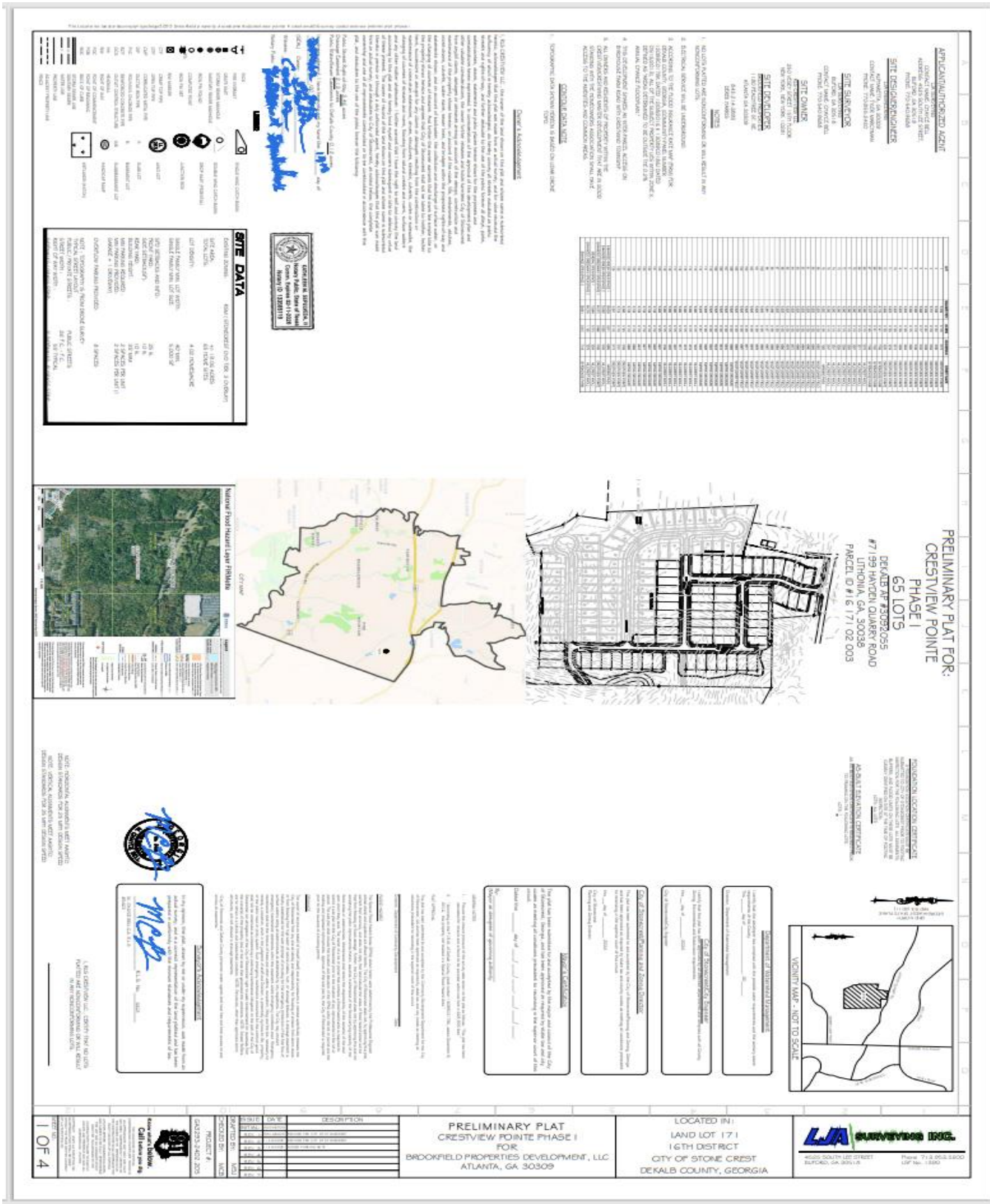
VICINITY MAP



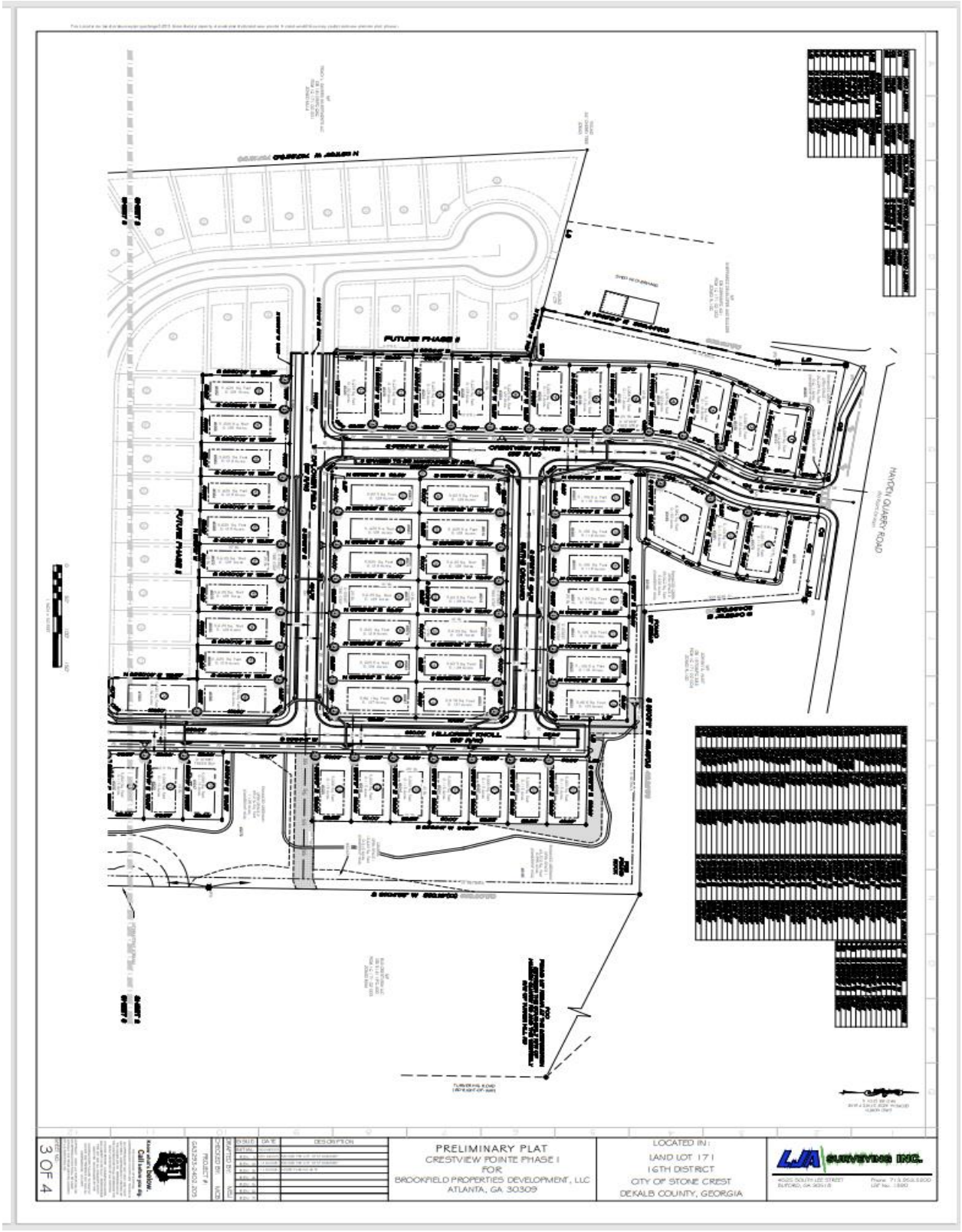
THE CITY OF
STONECREST
GEORGIA

The subject property is predominantly surrounded by residentially zoned property that is mostly vacant. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.

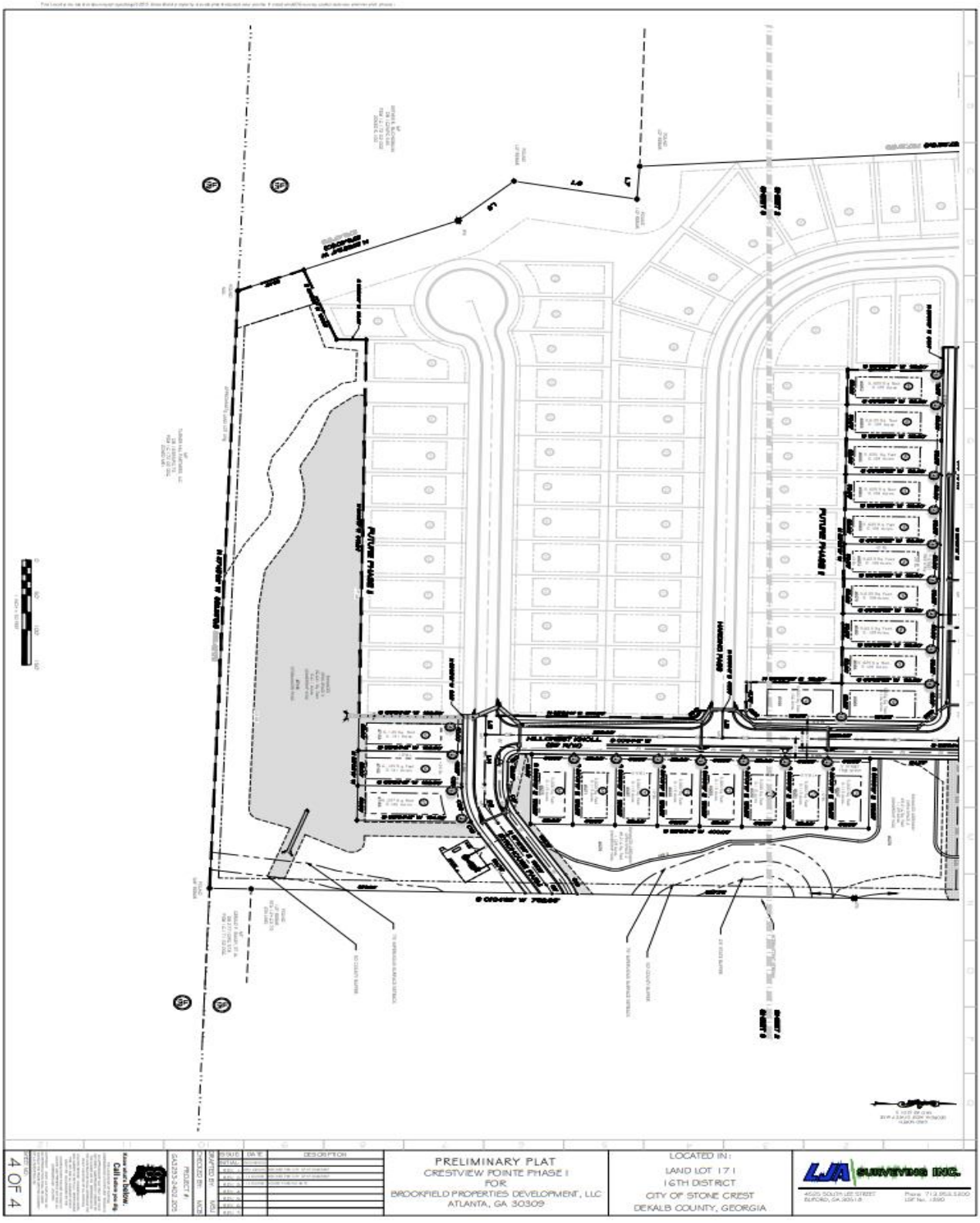
ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	**R-100 (Residential Medium Lot District)**	**Single-family**
Adjacent: East	**C-1 (Local Commercial District)**	**Townhomes**
Adjacent: South	**MR-1 (Medium Density Residential District)**	**Single-Family (vacant)**
Adjacent: West	**MU-4 (Mixed Use High Density)**	**Mixed-use Residential (vacant)**


PRELIMINARY PLAT FOR:
CRESTVIEW POINTE
PHASE I
65 LOTS
DEKALB AP #3092055
#7199 HAYDEN QUARRY ROAD
LITHONIA, GA. 30038
PARCEL ID #16 171 02 003
SITE DATA
PRELIMINARY PLAT
CRESTVIEW POINTE PHASE I
FOR
BROOKFIELD PROPERTIES DEVELOPMENT, LLC
ATLANTA, GA 30309
LOCATED IN:
LAND LOT 171
16TH DISTRICT
CITY OF STONE CREST
DEKALB COUNTY, GEORGIA
LJA SURVEYING INC.
1 OF 4

THE CITY OF STONECREST GEORGIA



THE CITY OF STONECREST GEORGIA



THE CITY OF STONECREST GEORGIA

Department of Planning and Zoning
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Georgia 30038
: (770) 224-0200
: stonecrestga.gov

April 22, 2024

Battle Law PC on behalf of Parkland Communities, Inc.
7199 Hayden Quarry Road
Stonecrest, GA 30038

RZ 23-002

Applicant is seeking a major modification of the conditions of the subject property to change the conditions for case number Z-05-01.
Zoning: RSM (Small Lot Residential Mix)
Overlay District: Stonecrest Overlay District Tier 3
Parcel Identification(s): 16 171 02 003 and 16 171 02 010
Property Owner: Parkland Communities Inc.
Council District :1 Councilperson Tara Graves

Dear Petitioner,
This letter is to confirm the revised City Council approved conditions for the above referenced request as a result of the public hearing held on July 31, 2023. The conditions are contained from the modification of zoning conditions of CZ-86187 and Z-05-01. Combined the modifications resulted in the attached conditions as RZ-23-002.

APPROVED ZONING CONDITIONS FOR **CZ-05-01 (August 23, 2005)**
AS AMENDED **Case # RZ 23-002 (July 31,2023)**
7199 Hayden Quarry Road Stonecrest GA 30038

1. The maximum number of units shall be 129 single family detached units. **(RZ 23-002 -7.31.23*)**
2. There shall be a mandatory homeowners association ("HOA") which shall own all of the common area located within the project. ***(Z-05-01 #2 original condition 8.23.05*^)***
3. All units within the project shall be fee simple units. None of the lots will be marketed to investors as rental property, and the HOA Declaration of Restrictive Covenants shall provide that no more than 15% of the total lots within the subdivision shall be utilized for rental purposes, except for "hardship cases" as provided for in the Declaration. ***Z-05-01 (#3 original condition 8.23.05*^)***
4. Each unit shall have the following:
   a. ***Two car garages (#4b original condition 8.23.05- Amended condition- RZ 23-002 7.31.23*)***
   b. Each single-family dwelling must have a patio pad in the backyard; ***(Z-05-01 #2 original condition 8.23.05. Amended RZ 23-002 7.31.23*)***
   c. Sidewalks shall be located on both sides of the streets throughout the project; ***(Z-05-01 #4d original condition 8.23.05.*^)***
   d. The front facades shall vary such that two adjacent homes will not be the same: ***(Z-05-01#4e original condition 8.23.05*)***
   e. Front facades shall be constructed of brick, stone, or stucco and up to forty percent (40%) Hardi-plank siding; and ***(Z-05-01 #4f original condition 8.23.05*)***

THE CITY OF STONECREST GEORGIA

f. The side and rear facades of the units shall be constructed of brick, stone, stucco, or Hardi-plank siding. The use of vinyl siding shall be strictly prohibited. ***(#Z-05-01 4g original condition 8.23.05*^)***

5. The entrance to the project shall be a brick monument sign and shall be landscaped. ***(Z-05-01 #4h original condition 8.23.05*^)***
6. All detention facilities shall be shielded from view with evergreen trees and a minimum six (6) foot high fence, as provided in the *(DeKalb County)* City of Stonecrest Development Code. ***(Z-05-01 4i original condition 8.23.05*^)***
7. Sidewalks shall be placed along property frontage on Hayden Quarry Road ***(Z-05-01 4j original condition 8.23.05*^)***
8. Underground utilities shall be used throughout the property ***(Z-05-01 4k original condition 8.23.05*^)***
9. The Applicant has provided Staff with a copy of the as-built survey showing that all gas lines are located within the public right of way, with none being located onsite. The Applicant acknowledges that any work to be conducted within the right of way in connection with the tapping into the existing gas lines or other utilities lines within the public right of way, or with installing any required streetscapes shall be done as required by Georgia Natural Gas during any approved land disturbance activity. **(RZ-23-002 added condition 7.31.23*)**
10. The developer must install a 6ft powdered-coated aluminum fence along the Hayden Quarry right of way and rear of lots 126-128 and 118-121. ***(RZ-23-002 added condition 7.31.23*)***
11. A playlot shall be installed between and/or adjacent to lots 119-120 of the proposed development. **(RZ-23-002 added *condition 7.31.23*)***
12. There shall be a master HOA agreement between the Crestview Pointe* and Crestwind Township^ communities for use of the following amenities: **(RZ-23-002 added condition *7.31.23.*^)***
    a. 4,956 sq. ft. Junior Olympic Swimming no more than 5ft deep.
    b. A cabana or clubhouse.
    c. 8,866 sq. ft. pool decking area.
    d. A Tot Lot adjacent to the pool.
    e. A soccer field in the location shown as the Playfield on the submitted site plan; and
    f. A mulched walking trail to be located on the subject property with identifying signage showing the entrance to and distance of the trail.

A copy of this modified letter from (*drafted August 2, 2023*) shall be uploaded to the Citizenserve Online Portal along with your application for a building permit. Information related to this application may be found online using https://www.citizenserve.com.

Thank you in advance for your cooperation and please do not hesitate to contact our office with any questions.

Sincerely,

Tre'Jon Singletary

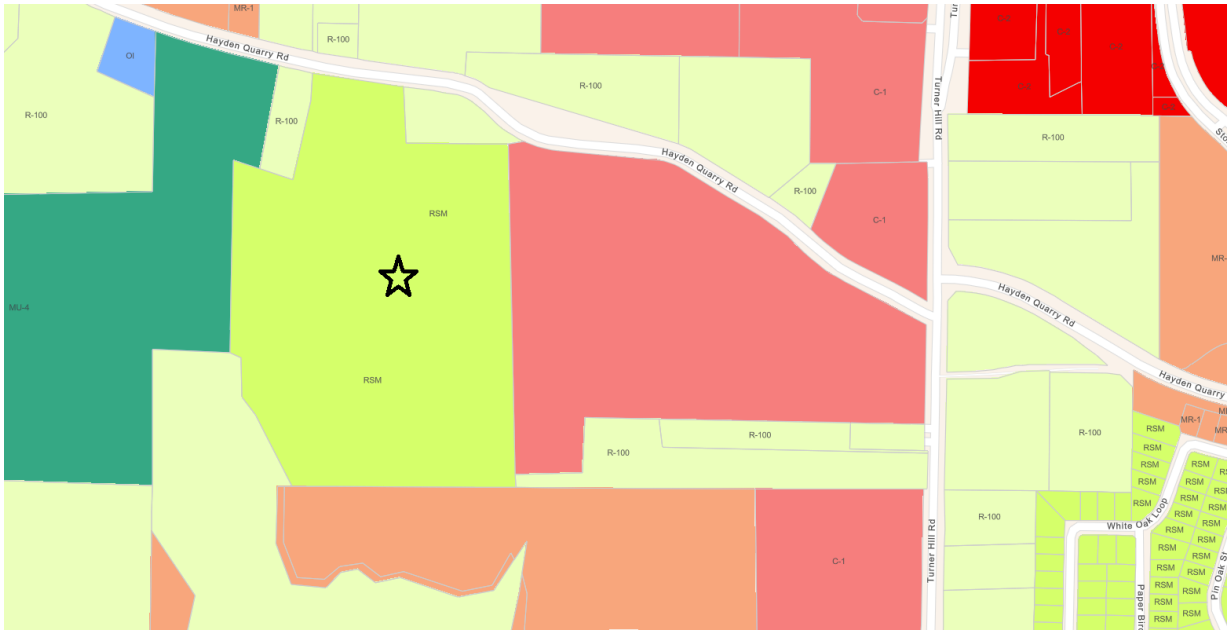
Tre'Jon Singletary
Senior Planner
(Amended on 4/19/24 by SQ-Director Planning and Zoning)

CC: Raymond White Sr. Director *8.2.23*

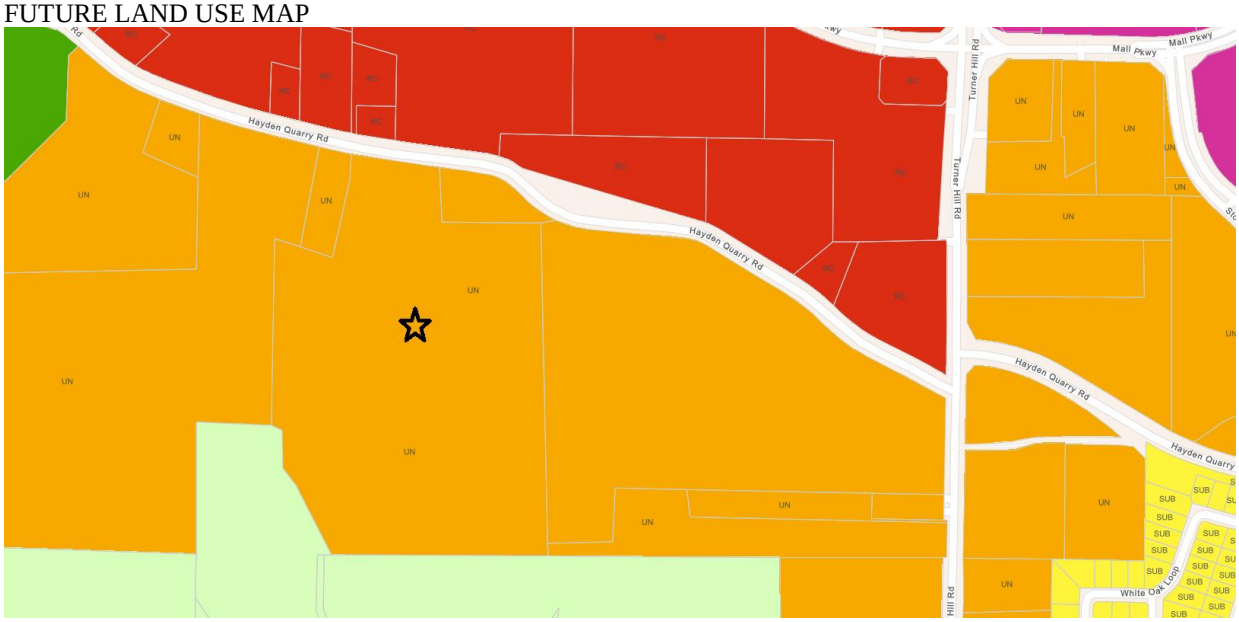
THE CITY OF STONECREST GEORGIA



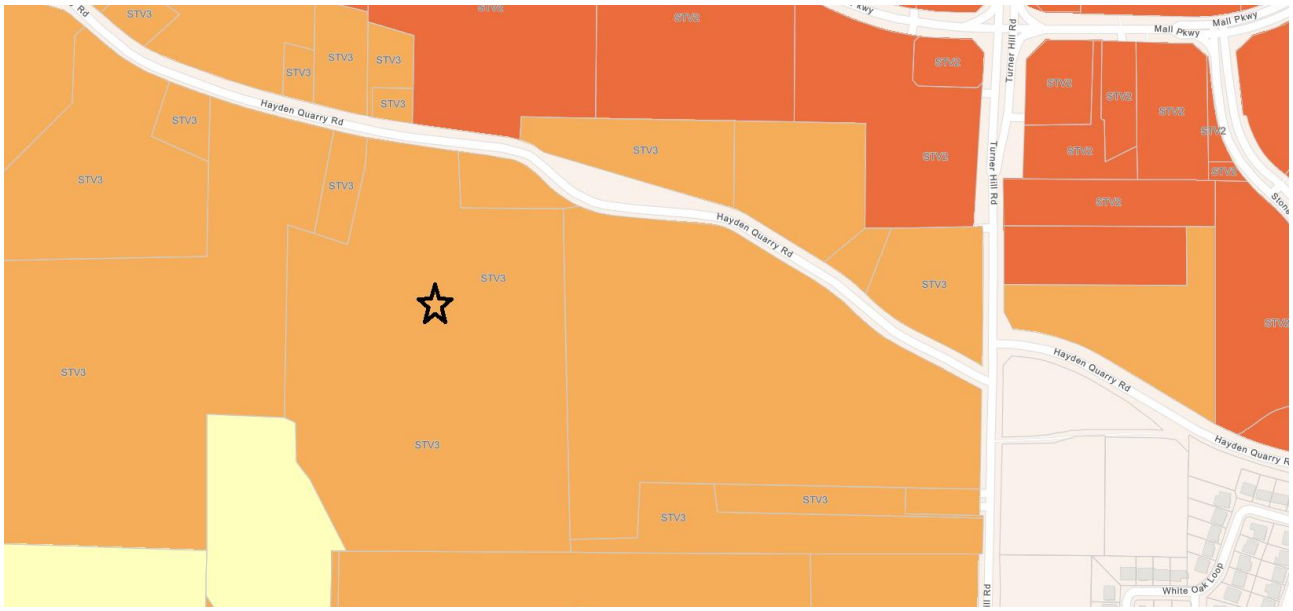
ZONING MAP



FUTURE LAND USE MAP



STONECREST OVERLAY



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for Preliminary Plat SDP 25-004 7259 Hayden Quarry Road (Crestwind Township)

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Commuity Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: Approval of Phase I Preliminary Plat for Crestwind Township Subdivision.

FACTS: A request is for Phase I of the Crestwind Township Subdivision located at 7259 Hayden Quary Road to grant approval to build 192 of the 260 (total) townhomes.

OPTIONS: Approve, Approve with Modifications, Table, Deny, or Defer Approval

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

ATTACHMENTS:

(1) Attachment 1 - Staff Analysis/Summary
(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.

CITY COUNCIL AGENDA ITEM

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

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO APPROVE THE PRELIMINARY PLAT FOR CRESTWIND TOWNSHIP LOCATED AT 7259 HAYDEN QUARY ROAD STONECREST, GA 30038; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, Section 14-88 within DIVISION 2 (PLAT APPROVAL PROCEDURE) Chapter 14 (LAND DEVELOPMENT) requires owners of the land or authorized agents where proposed development is to occur to file a preliminary plat with the Director of Community Development along with an application for approval; and

WHEREAS, preliminary plats and applications must contain required information that include existing conditions and proposed features in accordance with Section 14-89; and

WHEREAS, in accordance with Section 14-87 the Director of Community Development shall review the preliminary plat within 90 days of a complete application and preliminary plat; and

WHEREAS, the preliminary plat shall not be forwarded to the mayor and council until such time that the Director of Community Development certifies that preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the City Council shall vote to approve, deny, or defer the preliminary plat based on its compliance with chapter 14 LAND DEVELOPMENT; and

WHEREAS, the Director of Community Development has properly reviewed analyzed the application and preliminary plat submitted for Crestwind Township; and

WHEREAS, the Director of Community Development certifies that the preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the Director of Community Development presents to the City Council the preliminary plat for approval, denial, or deferment attached here as EXHIBIT A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, hereby approves the preliminary plat submitted for Crestwind Township for the development located at 7259 Hayden Quary Road Stonecrest, GA 30038.

BE IT FURTHER RESOLVED, that the preliminary plat and supporting documentation are attached here as EXHIBIT A and shall be considered to be and is hereby incorporated as if fully set out herein.

BE IT FURTHER RESOLVED, that the Director of Community Development or her designee is authorized to submit a final plat for final approval and certification.

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

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

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

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM BY:

_____

City Attorney

EXHIBIT A

Staff Analysis of Preliminary Plat

Case Number:	SDP 25-004
Applicant:	M. Chayce Bell
Owner:	RLS Crestview, LLC
Project Location:	7259 Hayden Quary Road Stonecrest, GA 30038
Parcel(s):	16 171 02 005
City Council District:	Council District 1 Councilwoman Tammy Graves
Acreage:	24.22 +/- acres
Current Zoning:	C-1 – Local Commercial
Overlay District:	Stonecrest Overlay Tier 3
Proposed Zoning:	C-1 – Local Commercial
Future Land Use Area Designation:	Urban Neighborhood
Proposed Development/Request:	The applicant is requesting an approval of a Preliminary Plat for a 192 townhome development to be known as Crestwind Township.
Staff Recommendations:	**APPROVAL WITH COMMENTS/CONDTIONS.**
City Council Recommendations:	**TBD**

CRESTVIEW POINTE PHASE I PRELIMINARY PLAT:

The applicant proposes to construct a 192-townhome development to be known as Crestwind Township. Located at 7259 Hayden Quarry Road, the parcel is currently zoned C-1 – Local Commercial with an Urban Neighborhood future land use designation in the Stonecrest Overlay -Tier 3.

The site is partially developed with a paved road and underground utilities installed, including stormwater, sewer and water lines. New underground utilities were installed, and portions of the existing pipes (stormwater and sewer) were installed to accommodate the proposed site layout.

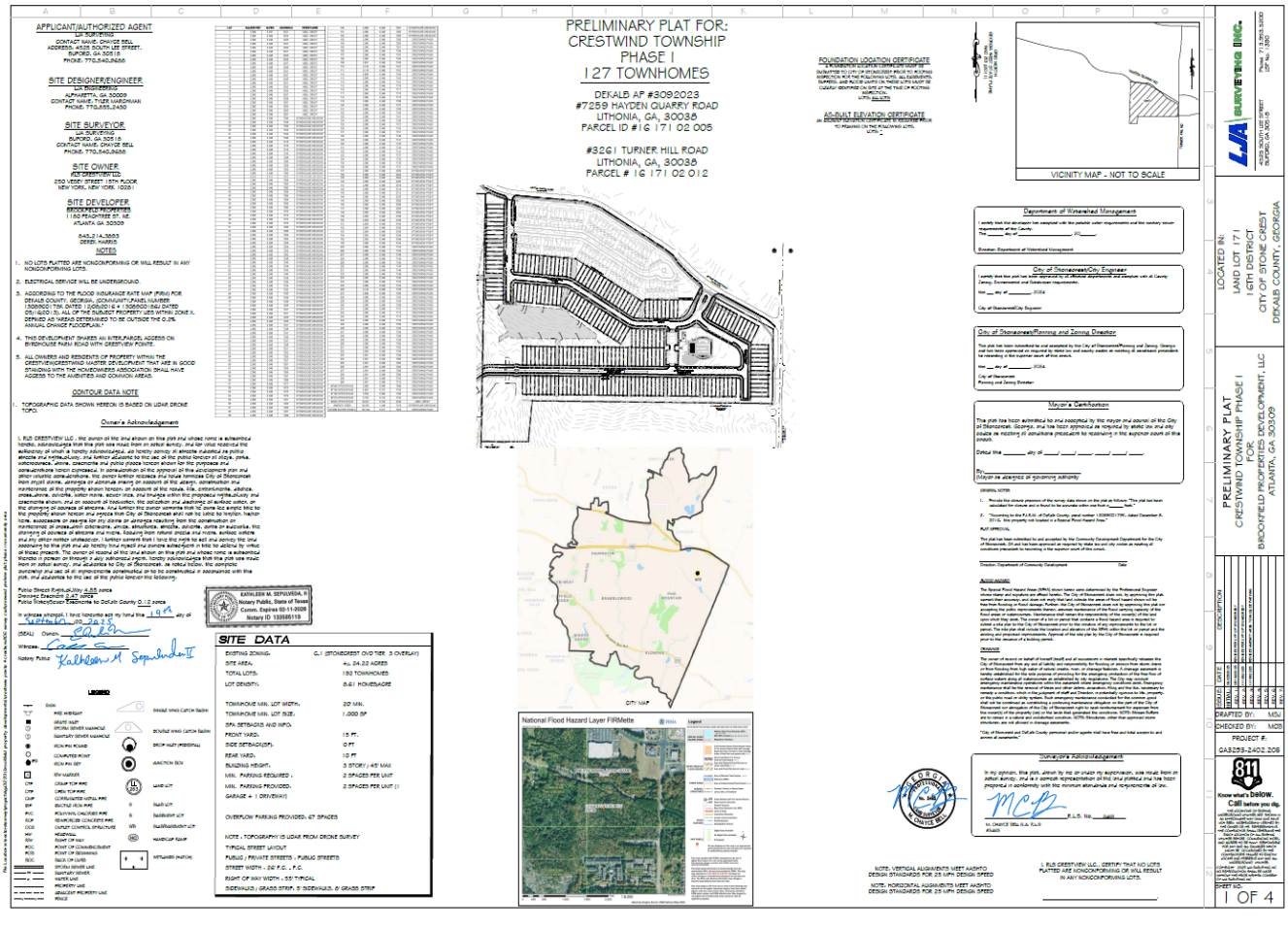
This development shares inter-parcel access on Byrdhouse Farm Road with Crestview Pointe. The development will be subject to private covenants and by a mandatory homeowners' association. All owners and residents of property within the Crestview & Crestwind master development that are in good standing with the homeowner's association shall have access to the amenities and common areas. The homeowner's association will be responsible for maintaining the clubhouse & cabana, swimming pool, tot lot, soccer field, and walking trails.

VICINITY MAP



The subject property is predominantly surrounded by residentially zoned property that is mostly vacant. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.

ADJACENT ZONING AND LAND USE		
	Zoning	**Zoning Land Use**
Adjacent: North	**R-100 (Residential Medium Lot District)**	**Single-family**
Adjacent: East	**R-100 (Residential Medium Lot District)**	**Single-Family (vacant)**
Adjacent: South	**R-100 (Residential Medium Lot District)**	**Single-Family (vacant)**
Adjacent: West	**RSM (Small Lot Residential Mix Density)**	**Single-Family (vacant)**



PRELIMINARY PLAT FOR:
CRESTWIND TOWNSHIP
PHASE I
127 TOWNHOMES

DEKALB AP #3092023
#7259 HAYDEN QUARRY ROAD
LITHONIA, GA, 30038
PARCEL ID #16 171 02 005

#3261 TURNER HILL ROAD
LITHONIA, GA, 30038
PARCEL # 16 171 02 012

APPLICANT/AUTHORIZED AGENT
LJA SURVEYING
CONTACT NAME: CHANCE BELL
ADDRESS: 4525 SOUTH LEE STREET,
BUFORD, GA 30518
PHONE: 770.540.0688

SITE DESIGNER/ENGINEER
LJA ENGINEERING
ALPHARETTA, GA 30009
CONTACT NAME: TYLER MARSHMAN
PHONE: 770.888.2430

SITE SURVEYOR
LJA SURVEYING
BUFORD, GA 30518
CONTACT NAME: CHANCE BELL
PHONE: 770.540.0688

SITE OWNER
JLB CRESTVIEW LLC
250 WEST STREET - 15TH FLOOR
NEW YORK, NEW YORK, 10281

SITE DEVELOPER
BRIDGEFIELD PROPERTIES
1150 PEACHTREE ST. NE
ATLANTA GA 30309

678.214.3053
DEREK HARRIS

NOTES

1. NO LOTS PLATTED ARE NONCONFORMING OR WILL RESULT IN ANY NONCONFORMING LOTS.
2. ELECTRICAL SERVICE WILL BE UNDERGROUND.
3. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR DEKALB COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13089C0176K, DATED 12/08/2016 & 13089C0061J DATED 05/16/2012, ALL OF THE SUBJECT PROPERTY LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
4. THIS DEVELOPMENT SHARES AN INTERPARCEL ACCESS ON BISHOPVILLE PARK ROAD WITH CRESTVIEW POINTE.
5. ALL OWNERS AND RESIDENTS OF PROPERTY WITHIN THE CRESTVIEW/CRESTWIND MASTER DEVELOPMENT THAT ARE IN GOOD STANDING WITH THE HOMEOWNERS ASSOCIATION SHALL HAVE ACCESS TO THE AMENITIES AND COMMON AREAS.

CONTOUR DATA NOTE

1. TOPOGRAPHIC DATA SHOWN HEREON IS BASED ON LIDAR DRONE TOPO.

Owner's Acknowledgement

I, JLB CRESTVIEW LLC, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for valuable consideration, the receipt whereof is hereby acknowledged, do hereby dedicate in fee simple to the use of the public forever all alleys, parks, watercourses, drains, easements and public places hereon shown for the purposes and consideration hereon expressed. In consideration of the approval of the development plan and other valuable consideration, the owner further releases and holds harmless City of Stonecrest from myself, heirs, assignees or successors hereto, on account of the use, maintenance, or existence of the property shown hereon, on account of the noise, risk, inconvenience, nuisance, smoke, dust, fumes, odor, vibration, glare, storm runoff, erosion, flood, or other conditions which may result from the establishment or maintenance of cross-arm intersections, curves, grades, alignment, and width of any street shown, or the planning or zoning of streets and roads. And further the owner hereby agrees that no claim for damages shall be made against City of Stonecrest which will not be solely by reason, his/her heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross-arm intersections, curves, smoothness, angles, radiuses, grades or successions, the planning of spacing of streets and roads, flooding from natural creeks and rivers, surface outfalls and any other similar circumstances. I further warrant that I have the right to sell and convey the land described for this plat and do hereby bind myself and owners successors in title to defend by virtue of these presents. The owner of record of this land shown on this plat and whose name is subscribed hereto in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, and assistance to City of Stonecrest, as noted below, the complete ownership and use of all improvements constructed on or to be constructed in accordance with the plat, and assistance to the use of the public hereon the following:

Public Street Right-of-Way: 6.85 acres
Planning Exception: 0.42 acres
Public Road Dedication to DeKalb County: 0.12 acres

In witness whereof, I have hereunto set my hand this 19th day of September, 2025.

(SEAL) Owner: [signature]

Witness: [signature]

Notary Public: [signature]

KATHLEEN M. SEPULVEDA, II
Notary Public, State of Texas
Comm. Expires 02-11-2028
Notary ID 130565119

SITE DATA

EXISTING ZONING:	C-1 (STONECREST OVD TIER 3 OVERLAY)
SITE AREA:	+/- 24.22 ACRES
TOTAL LOTS:	192 TOWNHOMES
LOT DENSITY:	5.61 HOMES/ACRE
TOWNHOME MIN. LOT WIDTH:	20' MIN.
TOWNHOME MIN. LOT SIZE:	1,000 SF
SFA SETBACKS AND INFO:	
FRONT YARD:	15 FT.
SIDE SETBACK(SF):	0 FT
REAR YARD:	10 FT
BUILDING HEIGHT:	3 STORY / 45' MAX
MIN. PARKING REQUIRED :	2 SPACES PER UNIT
MIN. PARKING PROVIDED:	2 SPACES PER UNIT (1 GARAGE + 1 DRIVEWAY)

OVERFLOW PARKING PROVIDED: 67 SPACES

NOTE - TOPOGRAPHY IS LIDAR FROM DRONE SURVEY

TYPICAL STREET LAYOUT

PUBLIC / PRIVATE STREETS - PUBLIC STREETS
STREET WIDTH : 26' F.C. - F.C.
RIGHT OF WAY WIDTH : 55' TYPICAL
SIDEWALKS : GRASS STRIP, 5' SIDEWALKS, 5' GRASS STRIP

LEGEND

Existing
Proposed

VICINITY MAP - NOT TO SCALE

CITY MAP

National Flood Hazard Layer FIRMette

FOUNDATION LOCATION CERTIFICATE

AS-BUILT ELEVATION CERTIFICATE

Department of Watershed Management

City of Stonecrest/City Engineer

City of Stonecrest/Planning and Zoning Director

Mayor's Certification

Surveyor's Acknowledgement

NOTE: VERTICAL ALIGNMENTS MEET AASHTO DESIGN STANDARDS FOR 25 MPH DESIGN SPEED

NOTE: HORIZONTAL ALIGNMENTS MEET AASHTO DESIGN STANDARDS FOR 25 MPH DESIGN SPEED

I, JLB CRESTVIEW LLC., CERTIFY THAT NO LOTS PLATTED ARE NONCONFORMING OR WILL RESULT IN ANY NONCONFORMING LOTS.

LJA SURVEYING, INC.
4525 SOUTH LEE STREET
BUFORD, GA 30518
Phone: 770.932.3300
Fax: 770.932.1980

LOCATED IN:
LAND LOT 171
16TH DISTRICT
CITY OF STONE CREST
DEKALB COUNTY, GEORGIA

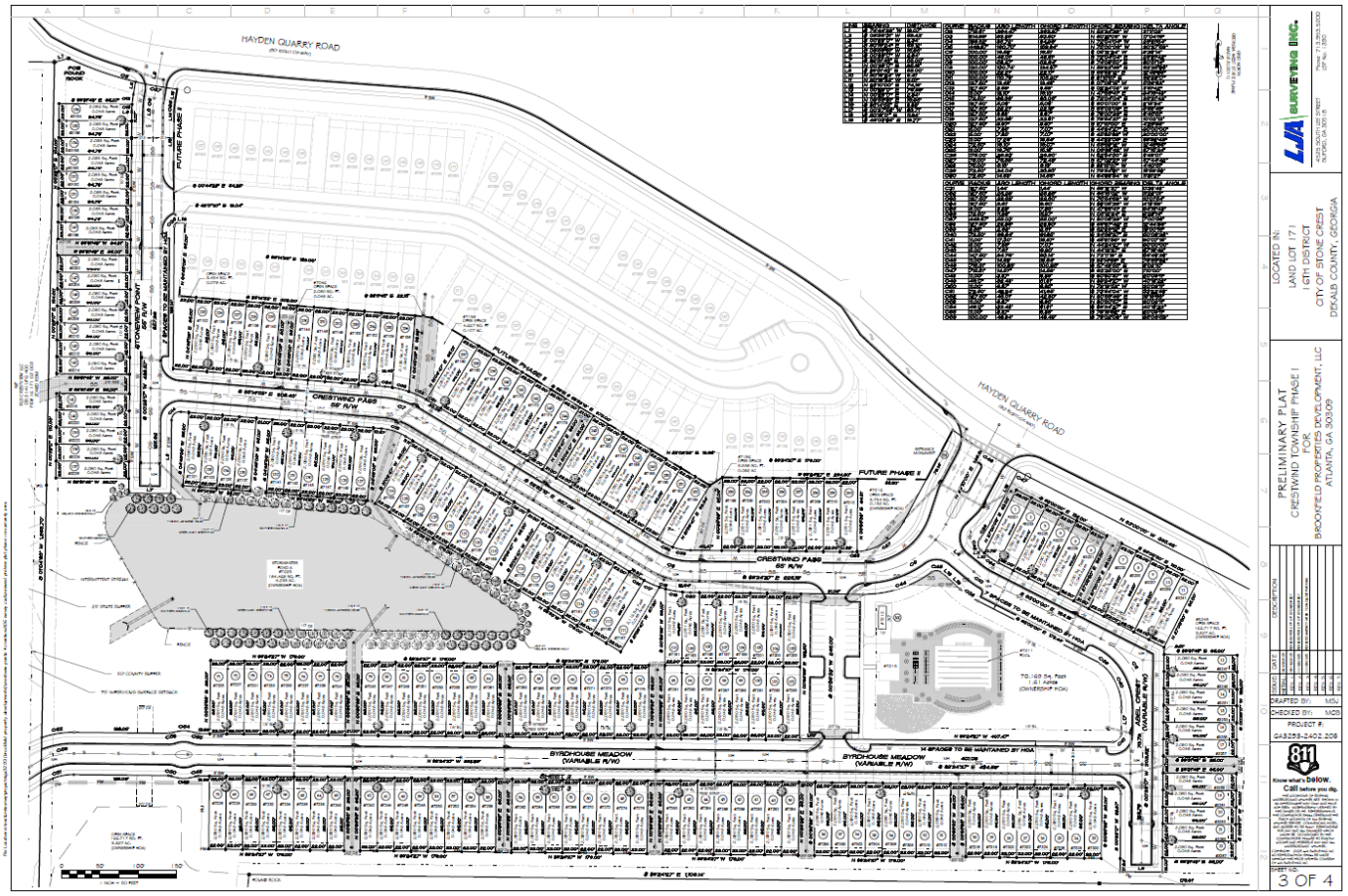
PRELIMINARY PLAT
CRESTWIND TOWNSHIP PHASE I
FOR
BRIDGEFIELD PROPERTIES DEVELOPMENT, LLC
ATLANTA, GA 30309

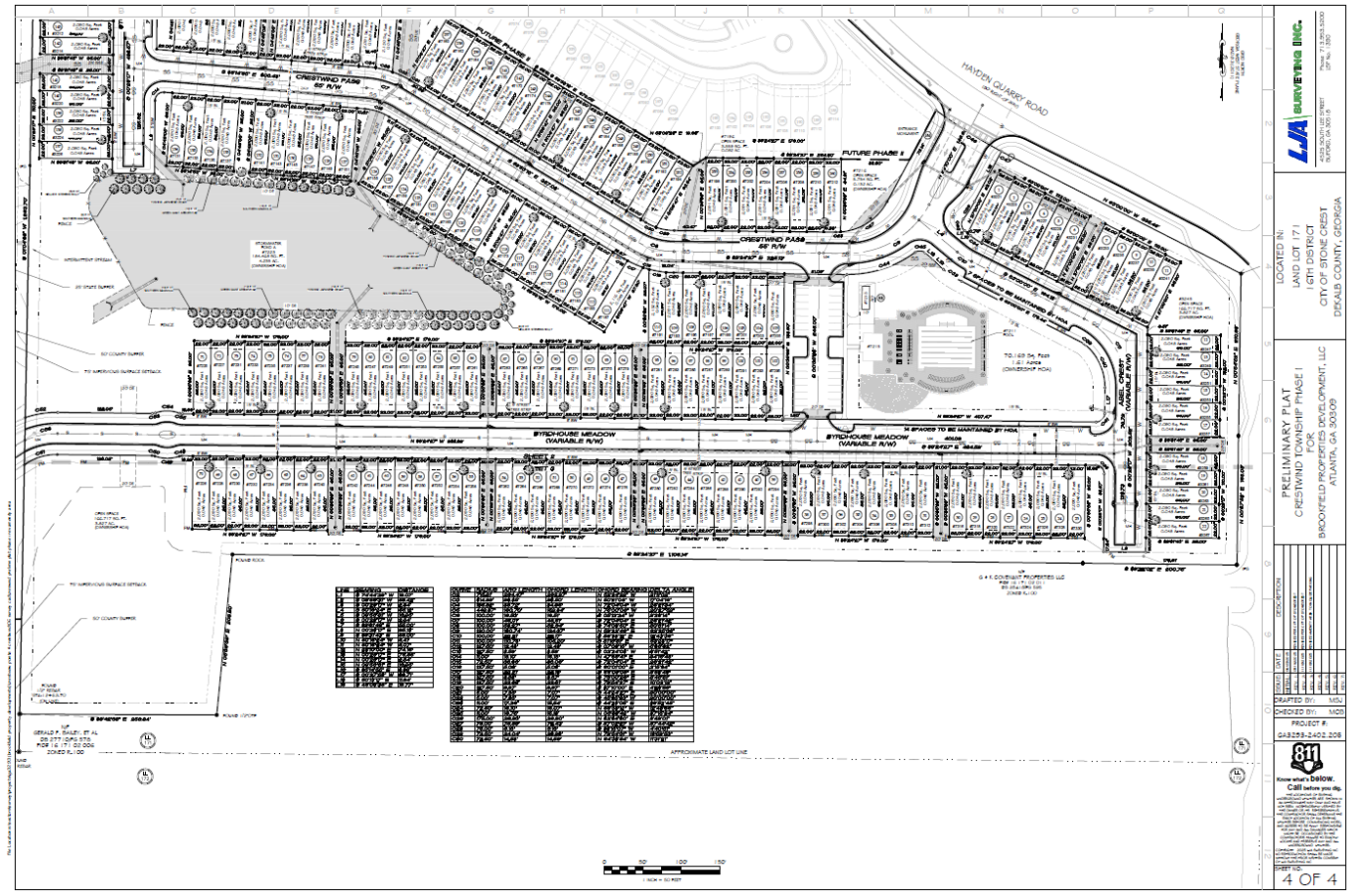
NO.	DATE	DESCRIPTION
REV. 1	10/10/2025	ADDED FIRM MAP
REV. 2	10/20/2025	ADDED FIRM MAP
REV. 3	10/20/2025	ADDED FIRM MAP
REV. 4	10/20/2025	ADDED FIRM MAP
REV. 5	10/20/2025	ADDED FIRM MAP
REV. 6	10/20/2025	ADDED FIRM MAP

DRAFTED BY: MSJ
CHECKED BY: MDB
PROJECT #:
GA3259-2402.206

811 Know what's Below. Call before you dig.

SHEET NO.
1 OF 4


HAYDEN QUARRY ROAD
FUTURE PHASE II
CRESTWIND PASS
BYRDHOUSE MEADOW
(VARIABLE R/W)
LJA SURVEYING INC.
LOCATED IN:
LAND LOT 171
16TH DISTRICT
CITY OF STONE CREST
DEKALB COUNTY, GEORGIA
PRELIMINARY PLAT
CRESTWIND TOWNSHIP PHASE I
FOR
BROOKFIELD PROPERTIES DEVELOPMENT, LLC
ATLANTA, GA 30309
DRAFTED BY: MSJ
CHECKED BY: MCB
PROJECT #:
GA3253-2402.208
811
Know what's below.
Call before you dig.
SHEET NO.
3 OF 4


HAYDEN QUARRY ROAD
CRESTWIND PASS
50' R/W
FUTURE PHASE II
BYRDHOUSE MEADOW
(VARIABLE R/W)
PRELIMINARY PLAT
CRESTWIND TOWNSHIP PHASE I
FOR
BROOKFIELD PROPERTIES DEVELOPMENT, LLC
ATLANTA, GA 303.09
LOCATED IN:
LAND LOT 17 I
18TH DISTRICT
CITY OF STONE CREST
DEKALB COUNTY, GEORGIA
DRAFTED BY: MDJ
CHECKED BY: MDB
PROJECT #:
GA8259-2402.208
SHEET NO:
4 OF 4

Department of Planning and Zoning
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Georgia 30038
: (770) 224-0200
: stonecrestga.gov

April 22, 2024

Battle Law PC on behalf of Parkland Communities, Inc.
7199 Hayden Quarry Road
Stonecrest, GA 30038

RZ 23-002 **Applicant is seeking a major modification of the conditions of the subject property to change the conditions for case number Z-05-01.**
Zoning: RSM (Small Lot Residential Mix)
Overlay District: Stonecrest Overlay District Tier 3
Parcel Identification(s): 16 171 02 003 and 16 171 02 010
Property Owner: Parkland Communities Inc.
Council District :1 Councilperson Tara Graves

Dear Petitioner,
This letter is to confirm the revised City Council approved conditions for the above referenced request as a result of the public hearing held on July 31, 2023. The conditions are contained from the modification of zoning conditions of CZ-86187 and Z-05-01. Combined the modifications resulted in the attached conditions as RZ-23-002.

APPROVED ZONING CONDITIONS FOR **CZ-05-01 (August 23, 2005)**
AS AMENDED **Case # RZ 23-002 (July 31,2023)**
7199 Hayden Quarry Road Stonecrest GA 30038

1. The maximum number of units shall be 129 single family detached units. **(RZ 23-002 -7.31.23*)**
2. There shall be a mandatory homeowners association ("HOA") which shall own all of the common area located within the project. ***(Z-05-01 #2 original condition 8.23.05*^)***
3. All units within the project shall be fee simple units. None of the lots will be marketed to investors as rental property, and the HOA Declaration of Restrictive Covenants shall provide that no more than 15% of the total lots within the subdivision shall be utilized for rental purposes, except for "hardship cases" as provided for in the Declaration. ***Z-05-01 (#3 original condition 8.23.05*^)***
4. Each unit shall have the following:
   a. ***Two car garages (#4b original condition 8.23.05- Amended condition- RZ 23-002 7.31.23*)***
   b. Each single-family dwelling must have a patio pad in the backyard; ***(Z-05-01 #2 original condition 8.23.05. Amended RZ 23-002 7.31.23*)***
   c. Sidewalks shall be located on both sides of the streets throughout the project; ***(Z-05-01 #4d original condition 8.23.05.*^)***
   d. The front facades shall vary such that two adjacent homes will not be the same: ***(Z-05-01#4e original condition 8.23.05*)***
   e. Front facades shall be constructed of brick, stone, or stucco and up to forty percent (40%) Hardi-plank siding; and ***(Z-05-01 #4f original condition 8.23.05*)***

f. The side and rear facades of the units shall be constructed of brick, stone, stucco, or Hardi-plank siding. The use of vinyl siding shall be strictly prohibited. ***(#Z-05-01 4g original condition 8.23.05*^)***

5. The entrance to the project shall be a brick monument sign and shall be landscaped. ***(Z-05-01 #4h original condition 8.23.05*^)***
6. All detention facilities shall be shielded from view with evergreen trees and a minimum six (6) foot high fence, as provided in the *(DeKalb County)* City of Stonecrest Development Code. ***(Z-05-01 4i original condition 8.23.05*^)***
7. Sidewalks shall be placed along property frontage on Hayden Quarry Road ***(Z-05-01 4j original condition 8.23.05*^)***
8. Underground utilities shall be used throughout the property ***(Z-05-01 4k original condition 8.23.05*^)***
9. The Applicant has provided Staff with a copy of the as-built survey showing that all gas lines are located within the public right of way, with none being located onsite. The Applicant acknowledges that any work to be conducted within the right of way in connection with the tapping into the existing gas lines or other utilities lines within the public right of way, or with installing any required streetscapes shall be done as required by Georgia Natural Gas during any approved land disturbance activity. **(RZ-23-002 added condition 7.31.23*)**
10. The developer must install a 6ft powdered-coated aluminum fence along the Hayden Quarry right of way and rear of lots 126-128 and 118-121. ***(RZ-23-002 added condition 7.31.23*)***
11. A playlot shall be installed between and/or adjacent to lots 119-120 of the proposed development. **(RZ-23-002 added *condition 7.31.23*)***
12. There shall be a master HOA agreement between the Crestview Pointe* and Crestwind Township^ communities for use of the following amenities: **(RZ-23-002 added condition *7.31.23.*^)***
    a. 4,956 sq. ft. Junior Olympic Swimming no more than 5ft deep.
    b. A cabana or clubhouse.
    c. 8,866 sq. ft. pool decking area.
    d. A Tot Lot adjacent to the pool.
    e. A soccer field in the location shown as the Playfield on the submitted site plan; and
    f. A mulched walking trail to be located on the subject property with identifying signage showing the entrance to and distance of the trail.

A copy of this modified letter from (*drafted August 2, 2023*) shall be uploaded to the Citizenserve Online Portal along with your application for a building permit. Information related to this application may be found online using https://www.citizenserve.com.

Thank you in advance for your cooperation and please do not hesitate to contact our office with any questions.

Sincerely,

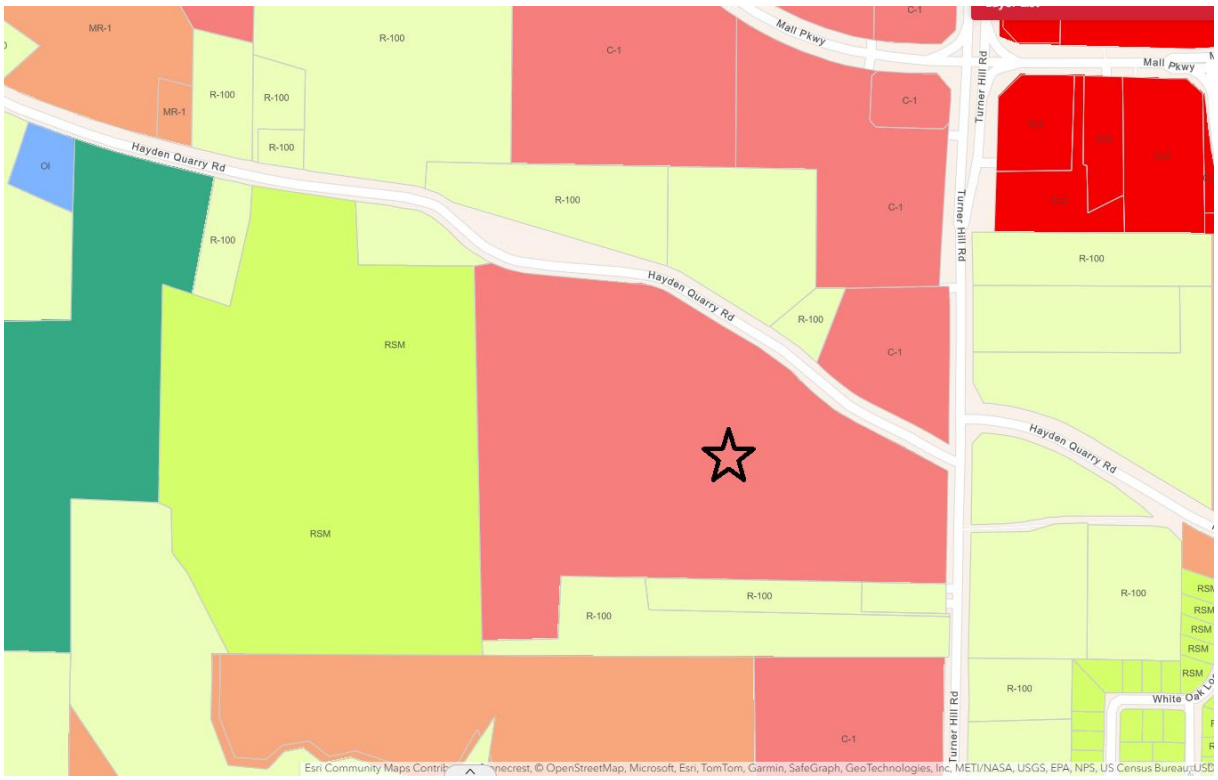
Tre'Jon Singletary

Tre'Jon Singletary
Senior Planner
(Amended on 4/19/24 by SQ-Director Planning and Zoning)

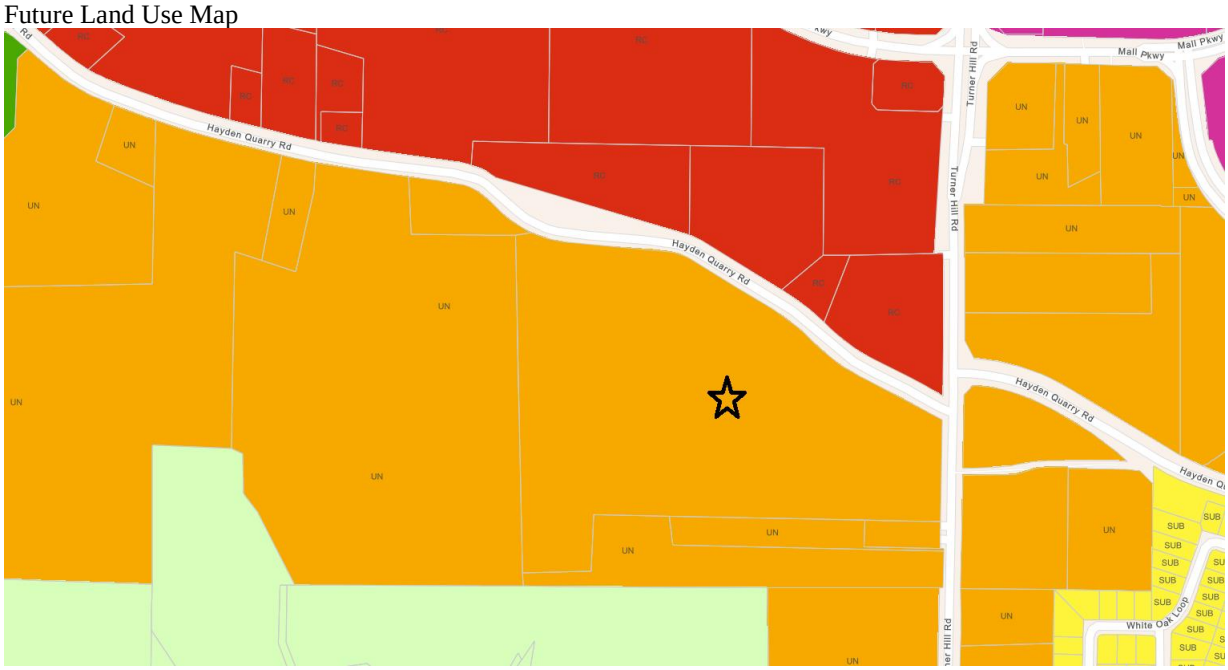
CC: Raymond White Sr. Director *8.2.23*


Retreat at Stonecrest Apartments
Cagle St
Conyers St
278
20
124
Hilton Garden Inn Atlanta East/Stonecrest
QuikTrip
Covington Hwy
Ashley Store
Black Friday
KAY Jewelers
Luxury Watches from Movado
Stonecrest Square
Mall Ring Rd
Buttermilk Biscuit
Stonecrest's Best Brunch Spot
Mall Pkwy
Stonecrest Honda
Stonecrest Pkwy
Chick-fil-A
Courtesy Chrysler Dodge Jeep Ram of Stonecrest
Arabian Terrace
Klondike Rd
Nalley Toyota Stonecrest
Walmart Supercenter
Olive Garden Italian Restaurant
Hayden Quarry Rd
New Black Wall Street Market
Strayer University
New Generation Learning Center
Wesley Stonecrest Apartments at Lithonia
White Oak Loop
Wild Cherry Ln

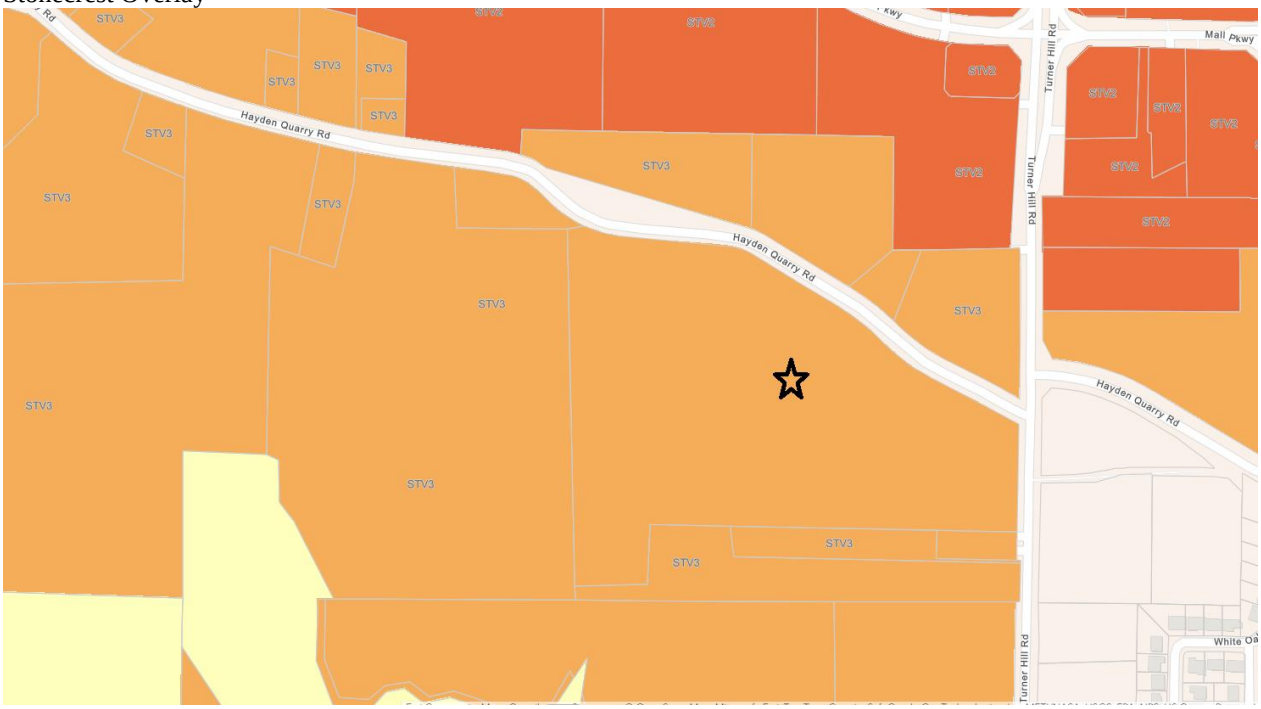
Zoning Map



Future Land Use Map



Stonecrest Overlay



DIVISION 26. C-1 (LOCAL COMMERCIAL) DISTRICT

Sec. 2.26.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the C-1 (Local Commercial) District is as follows:

A. To provide convenient local retail shopping and service areas within the city for all residents;

B. To provide for quality control in development through materials and building placement;

C. To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods;

D. To implement the future development map of the city's comprehensive plan.

(Ord. of 8-2-2017, § 1(2.26.1); Ord. No. 2021-06-03, § 1(Exh. A, § X), 8-23-2021)

Sec. 2.26.2. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided below. In cases where a use is permitted, but there are supplemental use regulations for that use specified in article 4 of this chapter, such regulations shall also apply and must be complied with.

A. Permitted Uses. The following uses are permitted as of right under this Code:

1. Agricultural Activities.
    a. Urban Community Garden, up to 5 acres; see section 4.2.
2. Residential.
    a. Bed and breakfast establishment; see section 4.2.
    b. Child care facility, 6 or more.
    c. Child care home, 5 or less; see section 4.2.
    d. Child day care center.
    e. Hotel/motel.
    f. Live/work unit; see section 4.2.
    g. Nursing care facility or hospice.
    h. Personal care home, 6 or less; see section 4.2.
    i. Personal care home, 7 or more; see section 4.2.
    j. Shelter for homeless persons, 7—20; see section 4.2.
    k. Transitional housing facilities, 7—20 persons; see section 4.2.
3. Institutional/Public.
    a. Club, order or lodge, fraternal, non-commercial.

b. Coliseum or stadium/not associated with church or school; see section 4.2.
c. Colleges, universities, research and training facilities.
d. Funeral home, mortuary.
e. Government facilities.
f. Library or museum.
g. Places of worship; see section 4.2.
h. School, private kindergarten, elementary, middle or high schools; see section 4.2.
i. School, public kindergarten, elementary, middle or high schools.
j. School, specialty; see section 4.2.
k. School, vocational; see section 4.2.
l. Swimming pools, commercial; see section 4.2.
m. Tennis courts, swimming pools, play or recreation areas, community; see section 4.2.

4. Commercial.
a. Adult daycare center, 7 or more; see section 4.2.
b. Adult daycare facility, up to 6; see section 4.2.
c. Ambulance service or emergency medical services, private.
d. Animal hospital, veterinary clinic; see section 4.2.
e. Art gallery.
f. Automobile brokerage; see section 4.2.
g. Automobile or truck rental or leasing facilities; see section 4.2.
h. Automobile or truck sales; see section 4.2.
i. Automobile wash/was service; see section 4.2.
j. Automobile repair, minor; see section 4.2.
k. Banks, credit unions or other similar financial institutions.
l. Barber shop/beauty salon or similar establishments.
m. Brewpub/beer growler.
n. Building or construction office; see section 4.2.
o. Catering establishments.
p. Check cashing establishment, accessory; see section 4.2.
q. Child day care facility, up to 6; see section 4.2.
r. Child day care center (kindergarten), 7 or more.
s. Clinic, health services.
t. Coin laundry.
u. Commercial greenhouse or plant nursery; see section 4.2.

v. Dog day care; see section 4.2.

w. Dog grooming; see section 4.2.

x. Drive-through facilities; see section 4.2.

y. Dry cleaning agencies, pressing establishments or laundry pick-up stations.

z. Farmer's market, permanent; see section 4.2.

aa. Fitness center.

bb. Kennel, commercial.

cc. Kidney dialysis center.

dd. Medical or dental laboratories.

ee. Landscape business.

ff. Mini-warehouse; see section 4.2.

gg. Office, medical.

hh. Office, professional.

ii. Parking, commercial lot; see section 4.2.

jj. Parking, commercial garage.

kk. Personal services establishment.

ll. Recreation, indoor.

mm. Recreational vehicle, boat and trailer sales and service.

nn. Restaurants (accessory to hotel/motel).

oo. Restaurants (non drive-thru).

pp. Retail, 5,000 sf or less (with the exception of small box discount stores).

qq. Retail, over 5,000 sf (with the exception of small box discount stores, see also shopping center).

rr. Retail warehouses/wholesales providing sales of merchandise with no outdoor storage.

ss. Shopping center.

tt. Special events facility.

uu. Taxi stand.

vv. Theaters with live performance, assembly or concert halls, or similar entertainment within enclosed building.

ww. Trade shops.

5. Communications—Utility.

a. Essential services.

b. Satellite television antenna; see section 4.2.

6. Wireless Telecommunications.

a. Attached wireless telecommunication facility; see section 4.2.

b. Carrier on Wheels (declared emergency); see section 4.2.

B. Special Administrative Uses. The following uses are permitted only with administrative approval:

1. Agricultural.
   a. Urban, community garden, over 5 acres.
2. Institutional/Public.
   a. School, vocational; see section 4.2.
3. Commercial.
   a. Farmer's market, temporary/seasonal; see section 4.2.
   b. Food Trucks, Mobile Vending/Food Carts; see section 4.2.
   c. Temporary outdoor retail sales; see section 4.2.
   d. Temporary outdoor sales, seasonal; see section 4.2.
   e. Temporary outdoor sales or events, seasonal; see section 4.2.
   f. Temporary produce stand; see section 4.2.
   g. Temporary trailer, as home sales office or construction trailer; see section 4.2.
4. Wireless Telecommunications.
   a. Carrier on wheels (non-emergency or event, no more than 120 days); see section 4.2.
   b. New support structure from 50 feet up to 199 feet; see section 4.2.
   c. Small cell installations (new support structures or collocation) on private property or ROW; see section 4.2.

C. Special Land Use Permit. The following uses are permitted only with a special land use permit:

1. Residential.
   a. Hotel/motel, extended stay; see section 4.2.
   b. Shelter for homeless persons for no more than 6 persons; see section 4.2.
2. Institutional/Public.
   a. Cultural facilities.
3. Commercial.
   a. Alcohol outlet—beer and/or wine store, beer growler, primary; see section 4.2.
   b. Alcohol outlet—beer and wine, accessory to retail less than 12,000 sf; see section 4.2.
   c. Alcohol outlet—package store, primary; see section 4.2.
   d. Automobile service stations; see section 4.2.
   e. Bus or rail stations or terminals for passengers.
   f. Crematoriums; see section 4.2.
   g. Fuel pumps; see section 4.2.
   h. Heliport; see section 4.2.

i. Liquor store (see alcohol outlet); see section 4.2.

j. Nightclub or late night establishment; see section 4.2.

k. Restaurants with a drive-thru configuration; see section 4.2.

D. Permitted Accessory. The following uses are permitted as accessory only to a principal use:

1. Residential.

a. Accessory uses or structures.

b. Dormitory.

2. Commercial.

a. Fuel pumps, accessory to large scale retail within 1,000 feet of interstate highway interchange measured from ROW to property line; see section 4.2.

b. Kennel, breeding.

3. Industrial.

a. Recycling collection.

(Ord. of 8-2-2017, § 1(2.26.2); Ord. No. 2022-06-01, § 2(Exh. A), 8-2-2022; Ord. No. 2024-02-04, § 1(Exh. A), 2-26-2024)

Sec. 2.26.3. Dimensional requirements.

Dimensional requirements for the C-1 (Local Commercial) District shall be as provided in Table 2.24, Nonresidential Zoning Districts Dimensional Requirements.

(Ord. of 8-2-2017, § 1(2.26.3))

Sec. 2.26.4. Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article 5 of this chapter, site design and building form standards.

(Ord. of 8-2-2017, § 1(2.26.4))

DIVISION 5. STONECREST AREA OVERLAY DISTRICT

Sec. 3.5.1. Scope of regulations.

This division establishes standards and procedures that apply to any development, use, alteration, height, density, parking, open space, and building on any lot or portion thereof which is in whole or in part contained within the boundaries of the Stonecrest Area Overlay District.

(Ord. of 8-2-2017, § 1(3.5.1); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.2. Applicability of regulations.

This division applies to each application for a permit for the development, use, alteration, or modification of any structure where the subject property is in whole or in part contained within the boundaries of the Stonecrest Area Overlay District. The procedures, standards, and criteria herein apply only to that portion of the subject property within the boundaries of the Stonecrest Area Overlay District. When the Stonecrest Area Overlay District and the underlying zoning conflict, the Stonecrest Area Overlay District regulations control absent explicit language to the contrary.

(Ord. of 8-2-2017, § 1(3.5.2); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.3. Statement of purpose and intent.

The purpose and intent of the city council in establishing the Stonecrest Area Compatible Use Zone Overlay District is as follows:

A. To preserve, protect and enhance existing and proposed open space networks that are adjacent to or within the Stonecrest Area;

B. To enhance the long term economic viability of this portion of City of Stonecrest by encouraging new commercial and residential developments that increase the tax base and provide jobs to the citizens of City of Stonecrest;

C. To implement the policies and objectives of the comprehensive plan and the policies and objectives of the design guidelines for the Stonecrest Overlay District;

D. To establish and maintain a balanced relationship between industrial, commercial, and residential growth to ensure a stable and healthy tax base in City of Stonecrest;

E. To provide a balanced distribution of regional and community commercial and mixed- use office centers;

F. To support high density housing in office and mixed-use centers which have the appropriate location, access, and infrastructure to accommodate it;

G. To encourage mixed-use developments that meet the goals and objectives of the Atlanta regional commission's smart growth and livable centers initiatives;

H. To allow flexibility in development standards in order to encourage the design of innovative development projects that set high standards for landscaping, greenspace, urban design, and public amenities;

I. To encourage an efficient land use and development plan by forming a live-work-play environment that offers employees and residents the opportunity to fulfill their daily activities with minimal use of single-occupant automobiles;

J. To allow and encourage development densities and land use intensities that are capable of making productive use of alternative transportation modes such as bus transit, rail transit, ridesharing, bicycling and walking;

K. To focus and encourage formation of a well-designed, pedestrian-friendly activity centers with high-density commercial and residential development that increases vitality and choices in living environments for the citizens of the City of Stonecrest;

L. To protect established residential areas from encroachment of uses which are either incompatible or unduly cause adverse impacts on such communities;

M. To protect the health, safety and welfare of the citizens of the City of Stonecrest;

N. To promote uniform and visually aesthetic architectural features which serve to unify the distinctive visual quality of the Stonecrest Area Overlay District.

(Ord. of 8-2-2017, § 1(3.5.3); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.4. District boundaries.

A. The boundaries of the Stonecrest Area Overlay District composed of Tiers I, II, III, IV, V, and VI described in the subparagraph B below, shall be depicted on the official zoning maps entitled "Official Zoning Map, Stonecrest, Georgia, Stonecrest Area Overlay District" (the "Stonecrest Overlay Maps"). The Stonecrest Overlay Maps are to be adopted contemporaneously with this chapter, together with all explanatory information contained or referenced thereon, is hereby adopted by reference and declared to be a part of this chapter.

B. The Stonecrest Area Overlay District shall be divided into five [six] development tiers as follows:

1. Tier I: High-Rise Mixed-Use Zone;
2. Tier II: Mid-Rise Mixed-Use Zone;
3. Tier III: Low-Rise Mixed-Use Zone;
4. Tier IV: Transitional Mixed-Use Zone;
5. Tier V: Cluster/Village Mixed-Use Zone ; and
6. Tier VI: Viewshed Zone

The Stonecrest Overlay Maps shall be adopted contemporaneously with this chapter in digital format and contained on a compact disk to be maintained in its original, unedited and unaltered form by the clerk to the city council. A printed copy of the compact disk's contents depicting the Stonecrest Area Overlay maps on the date of its initial adoption shall also be maintained in its original, unedited and unaltered form by the clerk to the city council.

(Ord. of 8-2-2017, § 1(3.5.4); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.5. Open space.

A. *Open space:* Each lot may provide open space. Open space must be a minimum of 20 percent of the lot. To the extent possible, lands containing streams, lakes, 100-year floodplains, wetlands, slopes over 15 percent shall remain undisturbed and included in open space. Natural open space areas shall form an interconnected and continuous network of paths, greenways, and trails throughout the development within the Stonecrest Area Overlay District. Credit for open space areas may be transferred from one parcel to another within overall developments that remain under unified control of a single property owner or group of owners, but must demonstrate interconnectedness of public areas.

B. *Maintenance and protection of public space.* Each applicant that chooses to provide for public space shall present as a part of the application for a building permit within the Stonecrest Area Overlay District a legal mechanism under which all land to be used for public space purposes shall be protected. Such legal mechanism may include deed restrictions, property owner associations, common areas held in common ownership or control, maintenance easements, or other legal mechanisms, provided that said legal mechanism shall be approved by the city attorney as assuring each of the following mandatory requirements:

1. That all subsequent property owners within said Stonecrest Area Overlay District be placed on notice of this development restriction through the deed records of DeKalb County Superior Court;
2. That all public space held in common will be properly maintained and insured with no liability or maintenance responsibilities accruing to the city;
3. That a legal mechanism exists for notice of deficiencies in maintenance of the public space held in common, correction of these deficiencies, and assessment and liens against the properties for the cost of the correction of these deficiencies by a third- party or the city;
4. When an applicant for a Stonecrest Area Overlay District chooses to utilize a property owners association in order to comply with the requirements of subsection A above, the applicant, in addition to meeting all of said requirements, shall provide for all of the following:
    a. Mandatory and automatic membership in the property owners association as a requirement of property ownership;
    b. A fair and uniform method of assessment for dues, maintenance and related costs;
    c. Where appropriate, party wall maintenance and restoration in the event of damage or destruction; and
    d. Continued maintenance of public space held in common and liability through the use of liens or other means in the case of default.

(Ord. of 8-2-2017, § 1(3.5.5); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.6. Greenspace requirements.

A. *Landscape strips.* Landscape strips not less than five feet in width must be provided along all side and rear property lines and on all public streets. The landscape strip along the public street must be a minimum of ten feet in width and must be planted with a row of street trees of at least three and one-half inches in caliper selected from the list of street trees species identified in the design guidelines for the Stonecrest Area Overlay District and planted not less than 75 feet on center. Continuous landscaped strips shall be constructed along public rights-of-way where surface parking lots are adjacent to such sidewalks or public right-of-way except at points of ingress or egress into the facility.

B. *Ground cover.* Ground cover must also be provided in accordance with the design guidelines for the Stonecrest Area Overlay District in order to protect tree roots and to prevent erosion. Ground cover must consist of evergreen shrubs or groundcover plant material mulched with pine bark mulch, or other similar landscaping material.

C. Newly planted trees must conform to the design guidelines for the Stonecrest Area Overlay District.

D. No tree shall be planted closer than two feet from the street or sidewalk, and no closer than five feet from a fire hydrant, sign post, streetlight standard, utility pole, or similar structure.

E. *Greenspace requirements for parking lots:*

1. Greenspace areas are required in all parking lots and must comprise at least five percent of the total lot area of parking lot.

2. In addition, all parking lots must include at least one tree for every 12 parking spaces provided. Tree planting areas may be included in the required greenspace area. Every three inches in caliper, as measured at a height of 36 inches above the ground level, of an existing tree shall count as one newly planted tree.

3. Greenspace areas must be at least 36 square feet in area.

4. All greenspace areas must be properly maintained in accordance with approved landscape plans. In the event that a tree or any plant material dies, it must be replaced within a reasonable time, so as to meet all requirements of this section and to allow for planting in the appropriate planting season.

5. All trees planted pursuant to the requirements of Section 5.4.4 shall be counted for the purpose of meeting the tree planting and tree replacement requirements imposed by this chapter.

(Ord. of 8-2-2017, § 1(3.5.6); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.7. Transitional buffer zone requirements.

Any lot within the Stonecrest Area Overlay District, that is contiguous to any lot outside of the Stonecrest Area Overlay District zoned for a residential use, must maintain a 50 foot transitional buffer zone. The transitional buffer zone cannot contain any structures, impervious surfaces, or water retention ponds and cannot be used for permanent parking, loading, or storage. Trees may not be removed from the transitional buffer zone, other than dead, decayed, dying, or hazardous trees. Additional trees and plant material may be added to the transitional buffer zone.

(Ord. of 8-2-2017, § 1(3.5.7); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.8. Street standards.

Streets within the Stonecrest Area Overlay District may be either public or private streets. Private streets must comply with requirements of public streets found in chapter 14 and all other applicable sections of the City of Stonecrest Code, with the following exceptions:

A. Streets in the Stonecrest Area Overlay District may be constructed with travel lanes at 11 feet in width, measured inside curb and gutter.

B. Private or public alleys are permitted to provide secondary or service access within developments consisting of at least four buildings. An alley must provide a continuous connection between two streets. Alleys shall be paved and constructed to the same standards as the connecting streets except that:

1. No alley shall be longer than 400 feet;
2. No alley shall have a slope greater than seven percent;
3. The paved width of an alley must be at least 12 feet;
4. Alleys must be constructed with flush curbs;
5. Alleys must have seven-foot-wide unobstructed shoulders constructed of grass sod or gravel on both sides; and
6. Buildings must be set back at least ten feet from the back curb of an alley.

(Ord. of 8-2-2017, § 1(3.5.8); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.9. Underground utilities.

All utilities except for major electric transmission lines and substations are required to be placed underground except where the director of planning determines that underground utilities are not feasible due to pre-existing physical conditions, such as conflicting underground structures or utilities, shallow rock, high water table, or other similar geologic or hydrologic conditions.

(Ord. of 8-2-2017, § 1(3.5.9); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.10. Streetlights.

When necessary for the use and convenience of the occupants or users of a development, streetlights are required and shall conform to the design guidelines for the Stonecrest Area Overlay District.

(Ord. of 8-2-2017, § 1(3.5.10); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.11. Interparcel access.

To the maximum extent possible, sidewalks and parking lots serving adjacent lots shall be interconnected to provide continuous driveway connections and pedestrian connections between adjoining lots and streets, except that this requirement shall not apply to lots zoned for single family or duplex residential units.

(Ord. of 8-2-2017, § 1(3.5.11); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.12. Multi-modal access plans required.

Each new application for a development permit within the Stonecrest Area Overlay District must be accompanied by a multi-modal access plan prepared at a scale not greater than one-inch equals 100 feet. The multi-modal access plan must cover the full extent of the proposed development along with public rights-of-way of adjoining streets and any other property lying between the subject property and the nearest public streets on all sides. The purpose of the multi-modal access plan is to demonstrate a unified plan of continuous access to and between all buildings in the proposed development and adjacent properties. Connections to available transportation modes, such as driveways, sidewalks, and bike paths must be shown along adjacent streets and those entering adjoining properties. Safe and convenient pedestrian ways must be provided from sidewalks along streets to each building entrance, including pedestrian access routes across parking lots and between adjacent buildings within the same development. Where an existing or planned public transportation station or stop is within 1,250 feet (straight line distance) from any boundary of the subject property, the access plan must show how pedestrians may safely travel from such station or stop to the subject property. Where an existing or planned

bike path is located within 1,500 feet of the subject property, the access plan must show how safe, continuous and convenient bicycle access shall be provided to the subject property.

(Ord. of 8-2-2017, § 1(3.5.12); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

Sec. 3.5.13. High-rise mixed-use zone (Tier I Zone).

A. *Permitted principal uses and structures.* The principal uses of land and structures allowed in the Tier I: High-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:

1. All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office-Distribution) District, and HR-2 (High Density Residential) District except those listed in B., below.

B. *Prohibited uses.* The following principal uses of land and structures are prohibited in Tier I: High-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Kennels.
2. Tire retreading and recapping.
3. Sexually oriented businesses.
4. Micro Home Community.
5. Outdoor amusement services facilities.
6. Outdoor storage.
7. Farm equipment and supplies sales establishment.
8. Repair, small household appliance.
9. Hotel/motel.
10. Automobile sales.
11. Flea Markets
12. Automobile title loan establishments.
13. Pawn shops.
14. Package stores, except package stores located in mixed-use buildings with at least three stories and one non-retail use, and the package store cannot exceed 25 percent of the total heated floor area of the building
15. Salvage yards.
16. Self-storage facilities. Except multi-story climate controlled self-storage facilities, with a minimum of three stories, located at least 1,500 feet from another self-storage facility subject to the following conditions:
    a. No storage units can be accessible from interior corridors, no outside storage of any kind allowed, including vehicle leasing;
    b. All buildings must contain fenestration or. architectural treatments that appear like fenestration;
    c. Storage units may not be used for commercial, residential or industrial uses.
17. Gasoline service stations.

18. Automobile repair and maintenance, major.
19. Automobile and truck rental and leasing.
20. Commercial parking lots.
21. Automobile wash/wax service.
22. Check cashing facility.
23. Automobile emission testing facilities.
24. Small box discount stores.

C. *Accessory uses and structures.* The following accessory uses of land and structures are permitted in Tier I: High-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Uses and structures which are customarily incidental and subordinate to the permitted principal uses and structures in this district.
2. Parking lots and parking garages.
3. Open space, clubhouse or pool amenity area.
4. Signs, in accordance with the provisions of chapter 21 and this chapter.

D. *Building setbacks.* Building setbacks are governed by the MU-3 regulations.

E. *Height of buildings and structures.* A building or structure in Tier I may exceed the five-story height limit without the necessity of obtaining a special land use permit. A parking deck may exceed five stories in height; however, a parking deck cannot exceed ten stories in height either as a separate deck structure or as part of an office building.

F. *Density.* No development in Tier I may exceed a FAR of three and one-half, unless it also provides additional public space or other amenities singly, or in combination as provided in subsection G below.

G. *Bonus density:* In exchange for providing one or more of the amenities shown in Table 3.1 an applicant may receive a density bonus as provided in Table 3.1, not to exceed a total FAR of six (6.00).

Table 3.1. Bonus FAR: Tier I

Additional Amenity	Increased FAR
Increase public space to 25 percent while providing connectivity	0.75
Increase public space to 30 percent while providing connectivity	1.50
Mixed-use building that combines office-institutional with commercial retail uses. Each mixed-use building must include one principal use and at least one secondary use. No primary or secondary use can constitute less than ten percent of the gross floor area of the building.	0.25
Mixed-use building that includes multifamily residential units constituting at least 8 units per acre of land, and constructed in the same building with office, institutional, commercial or retail uses.	0.5

H. *Required parking.* Required parking may be provided through a combination of off-street, on- street, or shared parking provided that all required parking must be located within 700 feet of the principal entrance of the buildings the parking is intended to serve. The minimum number of required parking spaces shall be as provided in article 6, except as follows:

1. Retail uses, personal service uses, and other commercial and general business uses, including food stores: Minimum of four spaces per 1,000 square feet of gross floor area.
2. Office and clinic uses: Minimum of three spaces per 1,000 square feet of gross floor area.
3. Hotel and motel uses: Minimum of one space per unit.
4. Multifamily residential uses: Minimum of one and one-quarter spaces per dwelling unit.

I. *Sidewalks.* Sidewalks must be provided on all public streets. Sidewalks must be at least five feet in width with the exception of sidewalks along streets and in front of proposed high-rise buildings which must be at least ten feet in width.

(Ord. of 8-2-2017, § 1(3.5.13); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019; Ord. No. 2024-02-05, § 1(Exh. A), 2-26-2024)

Sec. 3.5.14. Mid-rise mixed-use zone (Tier II Zone).

A. *Permitted principal uses and structures.* The principal uses of land and structures allowed in the Tier II: Mid-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:

1. All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office-Distribution) District, and HR-2 (High Density Residential) District except those listed in B., below.

B. *Prohibited uses.* The following principal uses of land and structures are prohibited in Tier II: Mid-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Kennels.
2. Storage yards.
3. Tire retreading and recapping.
4. Sexually oriented businesses.
5. Outdoor storage.
6. Farm equipment and supplies sales establishment.
7. Repair, small household appliance.
8. Hotel/motel.
9. Automobile sales.
10. Flea Markets
11. Automobile title loan establishments.
12. Pawn shops.
13. Package stores, except package stores located in mixed-use buildings with at least three stories and one non-retail use, and the package store cannot exceed 25 percent of the total heated floor area of the building.
14. Salvage yards.
15. Self-storage facilities. Except multi-story climate controlled self-storage facilities, with a minimum of three stories, located at least 1,500 feet from another self-storage facility subject to the following conditions:

- No storage units can be accessible from interior corridors, no outside storage of any kind allowed, including vehicle leasing;
- All buildings must contain fenestration or. architectural treatments that appear like fenestration;
- Storage units may not be used for commercial, residential or industrial uses.

16. Automobile repair and maintenance, major and minor.
17. Gasoline service stations.
18. Automobile and truck rental and leasing.
19. Commercial parking lots.
20. Automobile wash/wax service.
21. Late-night establishments
22. Nightclubs.
23. Check cashing facility.
24. Automobile emission testing facilities.
25. Small box discount stores.

C. *Accessory uses and structures.* The following accessory uses of land and structures are permitted in Tier II: Mid-Rise Mixed-Use Zone of the Stonecrest Area Overlay District.

1. Uses and structures which are customarily incidental and subordinate to the permitted principal uses and structures in this district.
2. Parking lots and parking garages.
3. Open space, clubhouse or pool amenity area.
4. Signs, in accordance with the provisions of chapter 21 and this chapter.

D. *Building setbacks.* Building setbacks are governed by the MU-3 regulations.

E. *Height of buildings and structures.* A building or structure in Tier II can have a maximum height of ten stories. A parking deck may exceed five stories in height; however, a parking deck may not exceed ten stories either as a separate deck structure or as part of an office building.

F. *Density:* No development in Tier II may exceed a FAR of two and one half, unless it also provides additional public space or other amenities singly, or in combination as provided in subsection G, below.

G. *Bonus density:* In exchange for providing one or more of the amenities shown in Table 3.2 an applicant may receive a density bonus as provided in Table 3.2, not to exceed a total FAR of four.

Table 3.2. Bonus FAR: Tier II

Bonus Floor Area Ratio in Stonecrest Area, Tier 11	
Additional Amenity	**Increased FAR**
Increase public space to 25 percent while providing connectivity	0.75
Increase public space to 30 percent while providing connectivity	1.50
Mixed-use building that combines office-institutional, commercial, or retail uses. Each mixed-use building must include one principal use and at least one secondary use. No primary or secondary use can constitute less than ten percent (10%) of the gross floor area of the building.	0.25

Mixed-use building that includes multifamily residential units constituting at least 8 units per acre of land, and constructed in the same building with office, institutional, commercial or retail uses.	0.5

H. *Required parking.* Required parking may be provided through a combination of off-street, on- street, or shared parking. All required parking must be located within 700 feet of the principal entrance of the building that the parking intended to serve. The minimum number of required parking spaces shall be as provided in article 6, except as follows:

1. Retail uses, personal service uses, and other commercial and general business uses, including food stores: Minimum of four spaces per 1,000 square feet of gross floor area.
2. Office and clinic uses: Minimum of three spaces per 1,000 square feet of gross floor area.
3. Hotel and motel uses: Minimum of one space per unit.
4. Multifamily residential uses-Minimum of one and one and one-quarter spaces per dwelling unit.

I. *[Parking.]* Parking space area requirements must comply with the provisions of Section 6.1.3.

J. *Sidewalks.* Sidewalks must be provided on all public streets. Sidewalks must be at least five feet in width.

(Ord. of 8-2-2017, § 1(3.5.14); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019; Ord. No. 2019-11-05, § I, 11-25-2019)

Sec. 3.5.15. Low-rise mixed-use zone (Tier III).

A. *Permitted uses and structures.* The principal uses of land and structures allowed in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:

1. All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office Distribution) District, M (Light Industrial) District, and MR-2 (Medium Density Residential) District except those listed in B., below.

B. *Prohibited uses.* The following principal uses of land and structures are prohibited in Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Kennels.
2. Junkyard.
3. Tire retreading and recapping.
4. Sexually oriented businesses.
5. Outdoor amusement service facility.
6. Outdoor storage.
7. Automobile repair, major and minor.
8. Hotel/motel.
9. Automobile sales.
10. Temporary outdoor sales.
11. Pawn shops.
12. Liquor stores.

13. Nightclubs.
14. Late-night establishments.
15. Car wash.
16. Self-storage.
17. Funeral home.
18. Mortuary.
19. Crematorium.
20. Farm equipment and supplies sales establishment.
21. Repair, small household appliance.
22. Salvage yard.
23. Automobile service stations, except automobile service stations over 4,000 square feet with special land use permit.
24. Commercial parking lot.
25. Check cashing facility.
26. Automobile emission testing facilities.
27. Small box discount stores.

C. *Accessory uses and structures.* The following accessory uses of land and structures shall be authorized in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Uses and structures which are customarily incidental and subordinate to the permitted principal uses and structures in this district.
2. Parking lots and parking garages.
3. Clubhouses, including meeting rooms or recreation rooms.
4. Swimming pools, tennis courts, and other recreation areas and similar amenities.

D. *Building setbacks.* The following building setback requirements shall apply to all structures in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District:

1. Minimum front yard setback: 15 feet from right-of-way of public street, except that front-facing garages of residential units shall be set back a minimum of 25 feet from rights-of-way.
2. Minimum interior side yard: Ten feet. There shall be a minimum of 15 feet between buildings and structures less than two stories in height and a minimum of 20 feet between any two buildings and structures when one of them is greater than two stories in height.
3. Minimum rear yard: Ten feet.

E. *Height of buildings and structures.* Maximum height, three stories

F. *Density:* No development in Tier III may exceed 30 dwelling units per acre and a combined FAR of one and a half, unless it also provides additional public space or other amenities singly, or in combination as provided in subsection G, below.

G. *Bonus density:* In exchange for providing one or more of the amenities shown in Table 3.3 an applicant may receive a density bonus as provided in Table 3.3, not to exceed a total FAR of three.

Table 3.3 Bonus FAR: Tier III

Additional Amenity	Increased FAR
Increase public space to 25 percent while providing connectivity	0.5
Increase public space to 30 percent while providing connectivity	1.0
Mixed-use building that combines office-institutional with commercial or retail uses. Each mixed-use building must include one principal use and at least one secondary use. No primary or secondary use may constitute less than ten percent of the gross floor area of the building.	0.25
Mixed-use building that includes multifamily residential units constituting at least 8 units per acre of land, and constructed in the same building with office, institutional, commercial or retail uses.	0.5

H. *Required parking.* Required parking may be provided through a combination of off-street, on-street, or shared parking. All required parking must be located within 700 feet of the principal entrance of the building that the parking is intended to serve. The minimum number of required parking spaces must be as provided in article 6, except as follows:

1. Retail uses, personal service uses, and other commercial and general business uses, including food stores: Minimum of four spaces per 1,000 square feet of gross floor area.
2. Office and clinic uses: Minimum of three spaces per 1,000 square feet of gross floor area.
3. Hotel and motel uses: Minimum of one space per unit.
4. Multifamily residential uses-Minimum of one and one-half spaces per dwelling unit.

I. *Parking space area requirements.* Parking space area requirements must comply with the provisions of section 6.1.3.

J. *Sidewalks.* Sidewalks must be provided on all public streets. Sidewalks must be at least five feet in width.

K. *New or used motor vehicle dealers.* New or used motor vehicle dealers are authorized in Tier III of the Stonecrest Overlay District only if they comply with the following requirements:

New or used motor vehicle dealers must be located on a parcel with a lot area of no less than three acres, and must contain at least 6,000 square feet of building floor space.

New or used motor vehicle dealers must provide vegetative screening along any automobile display areas that abut a public right-of-way. Said vegetative screening shall be located outside any guard rails or security fencing abutting such public right-of-way. Within three years of planting, the vegetative screening must be of sufficient height to screen all guard rails or security fencing abutting the public right-of-way. Planting materials shall be subject to the approval of the City of Stonecrest Arborist.

New or used motor vehicle dealers must provide screening of all maintenance areas and storage yards for automobiles stored for service. Such screening shall be sufficient to shield the maintenance areas and storage yards from visibility from any adjacent properties or public rights-of-way. Should vegetative screening be used, planting material shall be subject to the approval of the City of Stonecrest Arborist.

No overhead bay doors opening into vehicle service areas shall be visible from a public right-of-way.

(Ord. of 8-2-2017, § 1(3.5.15); Ord. No. 2018-12-01, § 1(3.5.15), 12-1-2018; Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019; Ord. No. 2019-11-05, § I, 11-25-2019)

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for Preliminary Plat SDP 25-008 5912 & 6030 Rockland Road

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☒ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

Current Work Session: Thursday, December 18, 2025

Current Council Meeting: Thursday, December 18, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Developmen

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: Approve a request for a Preliminary Plat for Flat Rock Village Subdivision**.**

FACTS: The property consist of +/- 29.12 acres.

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

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

ATTACHMENTS:

(1) Attachment 1 - Resolution
(2) Attachment 2 - Staff Analysis
(3) Attachment 3 -
(4) Attachment 4 -
(5) Attachment 5 -

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO APPROVE A PRELIMINARY PLAT FOR A 20 LOT SUBDIVISION ON +/- 29.12-ACRES FOR SINGLE-FAMILY RESIDENTIAL HOMES LOCATED AT 5912/6030 ROCKLAND ROAD; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, Section 14-88 within DIVISION 2 (PLAT APPROVAL PROCEDURE) Chapter 14 (LAND DEVELOPMENT) requires owners of the land or authorized agents where proposed development is to occur to file a preliminary plat with the Director of Community Development along with an application for approval; and

WHEREAS, preliminary plats and applications must contain required information that include existing conditions and proposed features in accordance with Section 14-89; and

WHEREAS, in accordance with Section 14-87 the Director of Community Development shall review the preliminary plat within 90 days of a complete application and preliminary plat; and

WHEREAS, the preliminary plat shall not be forwarded to the mayor and council until such time that the Director of Community Development certifies that preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the City Council shall vote to approve, deny, or defer the preliminary plat based on its compliance with chapter 14 LAND DEVELOPMENT; and

WHEREAS, the Director of Community Development has properly reviewed analyzed the application and preliminary plat submitted for a 20 lot subdivision on +/- 29.12-acres for the purpose of a single-family residential subdivision located at 5912/6030 Rockland Road; and

WHEREAS, the Director of Community Development certifies that the preliminary plat complies with all city zoning, environmental, and subdivision ordinances and regulations and all applicable state and federal laws; and

WHEREAS, the Director of Community Development presents to the City Council the preliminary plat for approval, denial, or deferment attached here as EXHIBIT A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, hereby approves the preliminary plat submitted for a 20 lot subdivision on +/- 29.12-acres for the purpose of a single-family residential subdivision located at 5912/6030 Rockland Road.

BE IT FURTHER RESOLVED, that the preliminary plat and supporting documentation are attached here as EXHIBIT A and shall be considered to be and is hereby incorporated as if fully set out herein.

BE IT FURTHER RESOLVED, that the Director of Community Development or her designee is authorized to submit a final plat for final approval and certification.

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

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

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

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM BY:

_____

City Attorney

EXHIBIT A

THE CITY OF
STONECREST
GEORGIA

Staff Analysis of Preliminary Plat

Case Number:	SDP25-008
Applicant:	Dr. Kenneth Reeves, Ph.D.
Owner:	Dr. Kenneth Reeves, Ph.,D
Project Location:	5912/6030 Rockland Road, Stonecrest, GA 30038
Parcel(s):	16 084 02 003
City Council District:	Council District 1 Councilwoman Tammy Graves
Acreage:	+/-29.12 acres
Current Zoning:	R – 100 (Residential Medium Lot)
Overlay District:	Arabian Mountain Overlay District
Proposed Zoning:	R – 100
Future Land Use Area Designation:	Rural Residential
Proposed Development/Request:	The applicant is requesting the approval of a preliminary plat for a 20 lot subdivision on +/- 29.12-acres for the purpose of a single family residential subdivision.
Staff Recommendations:	Approval
City Council Recommendations:	

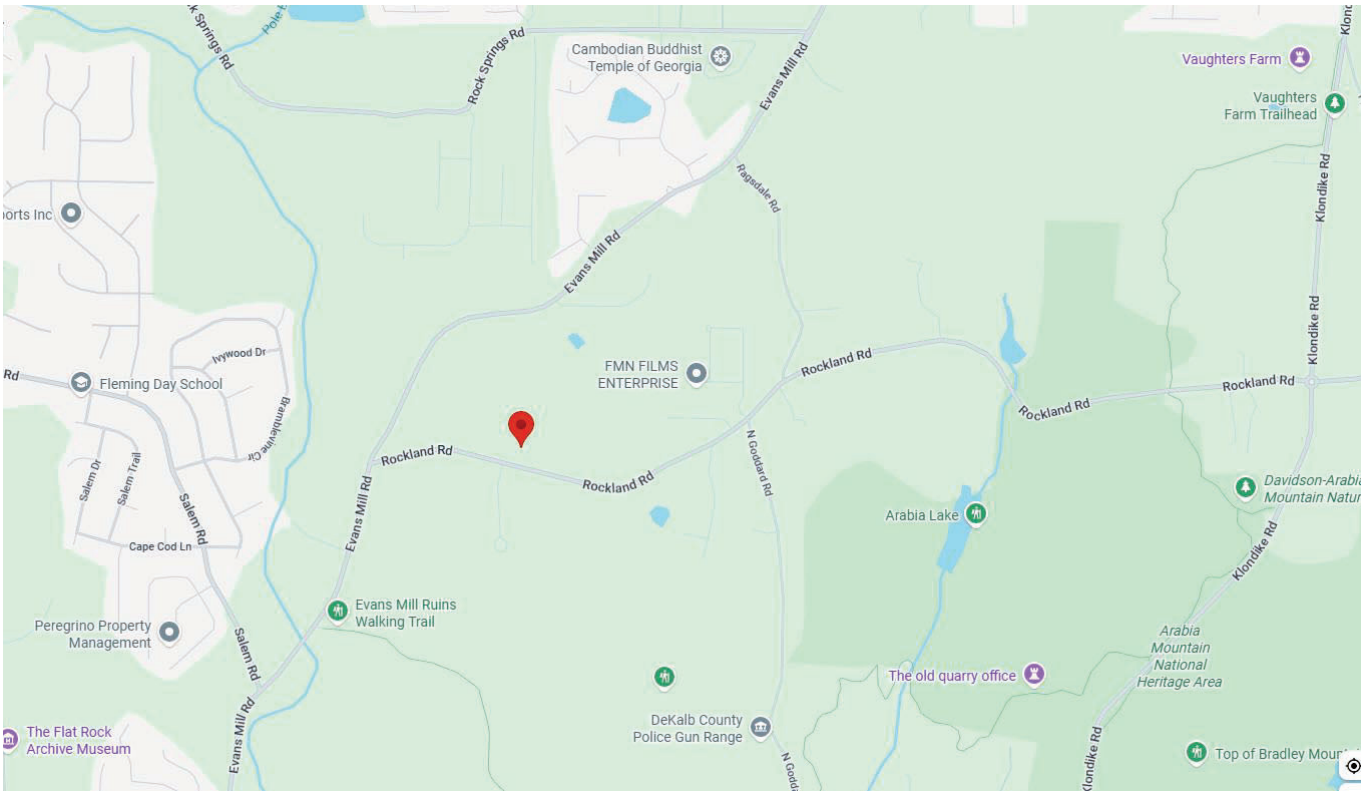
Background:

FLAT ROCK VILLAGE PRELIMINARY PLAT:

The applicant proposes a 20 lot subdivision on 29.12-acres to construct a single-family residential subdivision. The proposed subdivision is located near the intersection of Evans Mill Road and Rockland Road. There is no floodplain on the property according to the DeKalb County GIS Map.

There are three (3) proposed detention ponds on the site. There will be 7.09 acres of Common area and Buffer area and 2.30 acres of Greenspace. The total Greenspace is 9.39 acres.

VICINITY MAP



THE CITY OF
STONECREST
GEORGIA

The subject property is surrounded by residentially zoned propertie. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.

ADJACENT ZONING AND LAND USE

	Zoning	Zoning Land Use
Adjacent: North	**R-100 (Residential Medium Lot District)**	**Single-Family**
Adjacent: East	**R-100 (Residential Medium Lot District)**	**Single-Family**
Adjacent: South	**R-100 (Residential Medium Lot District)**	**Single-Family**
Adjacent: West	**R-100 (Residential Medium Lot District)**	**Single-Family**

NOTE: A 6' WIDE CONCRETE SIDEWALK WILL BE PROVIDED ALONG THE ENTIRE ROCKLAND ROAD FRONTAGE.

EXISTING RIGHT OF WAY OF ROCKLAND ROAD IS 60', PER EXISTING SURVEY. THE CITY OF STONECREST REQUIRES THAT COLLECTOR STREETS HAVE A 60' MINIMUM RIGHT OF WAY, PER SECTION 14-190.

NOTE: ACCESS TO STORM WATER PONDS 2 & 3 SHALL BE THROUGH THE COMMON AREA STRIP LOCATED BETWEEN LOTS 19 & 20.

ALL COMMON AREAS, MAILBOX, KIOSK, COMMON DRIVEWAYS, STORMWATER, DRAINAGE AND INFRASTRUCTURE, AND GREENSPACE SHALL BE MAINTAINED BY THE HOA.

NOTE: NO LOTS PLATTED ARE NONCONFORMING OR WILL RESULT IN ANY NONCONFORMING LOTS

THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF STONECREST, GEORGIA, AND HAS BEEN APPROVED AS REQUIRED BY STATE LAW AND CITY CODES AS MEETING ALL CONDITIONS PRECEDENT TO RECORDING IN THE SUPERIOR COURT OF THIS CIRCUIT.

DIRECTOR OF PLANNING & ZONING DATE

CITY ENGINEER DATE

THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND ACCEPTED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, AND HAS BEEN APPROVED AS REQUIRED BY STATE LAW AND CITY CODES AS MEETING ALL CONDITIONS PRECEDENT TO RECORDING IN THE SUPERIOR COURT OF THIS CIRCUIT.

DATED THIS _____ DAY OF _____

BY: _____
[MAYOR AS DESIGNEE OF GOVERNING AUTHORITY]

Surveyor's Acknowledgment.
In my opinion, this plat, drawn by me or under my supervision, was made from an actual survey, and is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

James S. Hall Jr. GA R.L.S. 2

SOIL PROFILES INC.
P.O.BOX 348
COVINGTON GA 30015
J. SHANNON HUDGINS
GA CHP SOIL CLASSIFIER #147

SOIL INTERPRETATION TABLE

NOTES



LOCATION MAP
N.T.S.

Owner's Acknowledgment.
I, Dr. Kenneth Reaves, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey all rights-of-way abutting the roads to the City of Stonecrest, and further dedicate to the use of the public forever all streets and rights-of-way, alleys, parks, easements and public places hereon shown for the purposes and considerations herein expressed. In consideration of this approval of this development plan and other valuable considerations, this owner further releases and holds harmless City of Stonecrest from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon; on account of the roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges within the proposed rights-of-way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams.

And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that City of Stonecrest shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these present.

All roads have been properly designed and dedicated to accommodate any required parking in the right-of-way.

In witness whereof, I have hereunto set my hand this _____ day of ____/____/____, ____/____/____.

[SEAL]

[Owner] _____

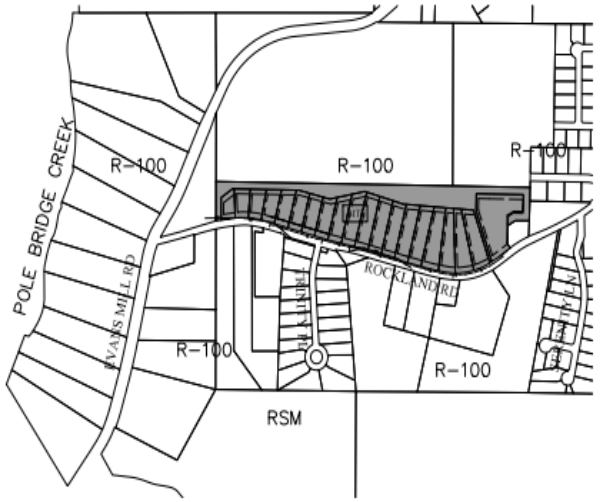
Witness: _____

Notary Public."

(Ord. No. 2018-06-03, § 14-121.1, 6-3-2018)

STORMWATER POND NOTES:
1. ALL STORMWATER PONDS ARE TO HAVE A 15' DRAINAGE EASEMENT AROUND THE ENTIRETY OF THE POND.
2. ACCESS TO STORMWATER POND 1 IS TO BE TAKEN THROUGH THE 15' DRAINAGE EASEMENT THAT SPLITS THE COMMON AREA AND TRACT 1.
3. ACCESS TO STORMWATER PONDS 2 & 3 IS TO BE TAKEN THROUGH THE COMMON AREA.

TOTAL PROJECT AREA= 29.12 ACRES
REQUIRED GREENSPACE, 30% = 8.74 ACRES
COMMON/BUFFER AREA = 7.09 ACRES
GREENSPACE = 2.30 ACRES
TOTAL GREENSPACE = 9.39 ACRES
TOTAL GREENSPACE PROVIDED = 32.2%



VICINITY MAP
1"=400'

DEVELOPER:
TRINITY STABLES, LLC.
CONTACT: DR. KENNETH REAVES
PHONE: 404-735-4799

ENGINEER:
PATRICK AND ASSOCIATES, INC.
CONTACT: MARK WALTON
PHONE: 770-483-9745

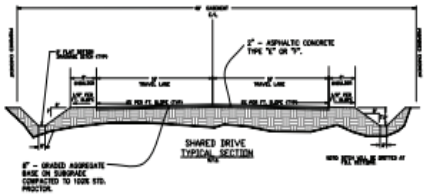
SURVEYOR:
PATRICK AND ASSOCIATES, INC.
CONTACT: MARK WALTON
PHONE: 770-483-9745

24 HR CONTACT:
KENNETH REAVES, Ph.D.
PHONE: 404-735-4799
EMAIL: wizphd@gmail.com

SCOPE OF WORK
The subject parcel is a vacant tract to be subdivided in to 20 lots. A private drive is to be constructed to serve as Ingress-Egress to the 20 lots. Parcel is vacant -No Demolition Plan is needed.

OWNER:
PARCEL 16 084 02 003
TRINITY STABLE, LLC
P.O. BOX 1363
LITHONIA, GA 30058
ZONED R100-RESIDENTIAL MEDIUM LOT
CONTACT: DR. KENNETH REAVES
PHONE: 404-735-4799
EMAIL: WIZPHD@GMAIL.COM

24 HR CONTACT:
KENNETH REAVES, Ph.D.
PHONE: 404-735-4799
EMAIL: wizphd@gmail.com



811
Know what's below
Call before you dig

PARCEL ID: 16-084-02-003
JOB # 20-1182

PRELIMINARY PLAT FOR:
FLAT ROCK VILLAGE
LAND LOT 84 - 16TH DISTRICT
CITY OF STONECREST
DEKALB COUNTY, GEORGIA

SURVEYED & DESIGNED BY PATRICK & ASSOCIATES, INC. 3595 CARMEL ROAD SE BLACKS MOUNTAIN CONYERS, GEORGIA 30094 (770) 483-9745

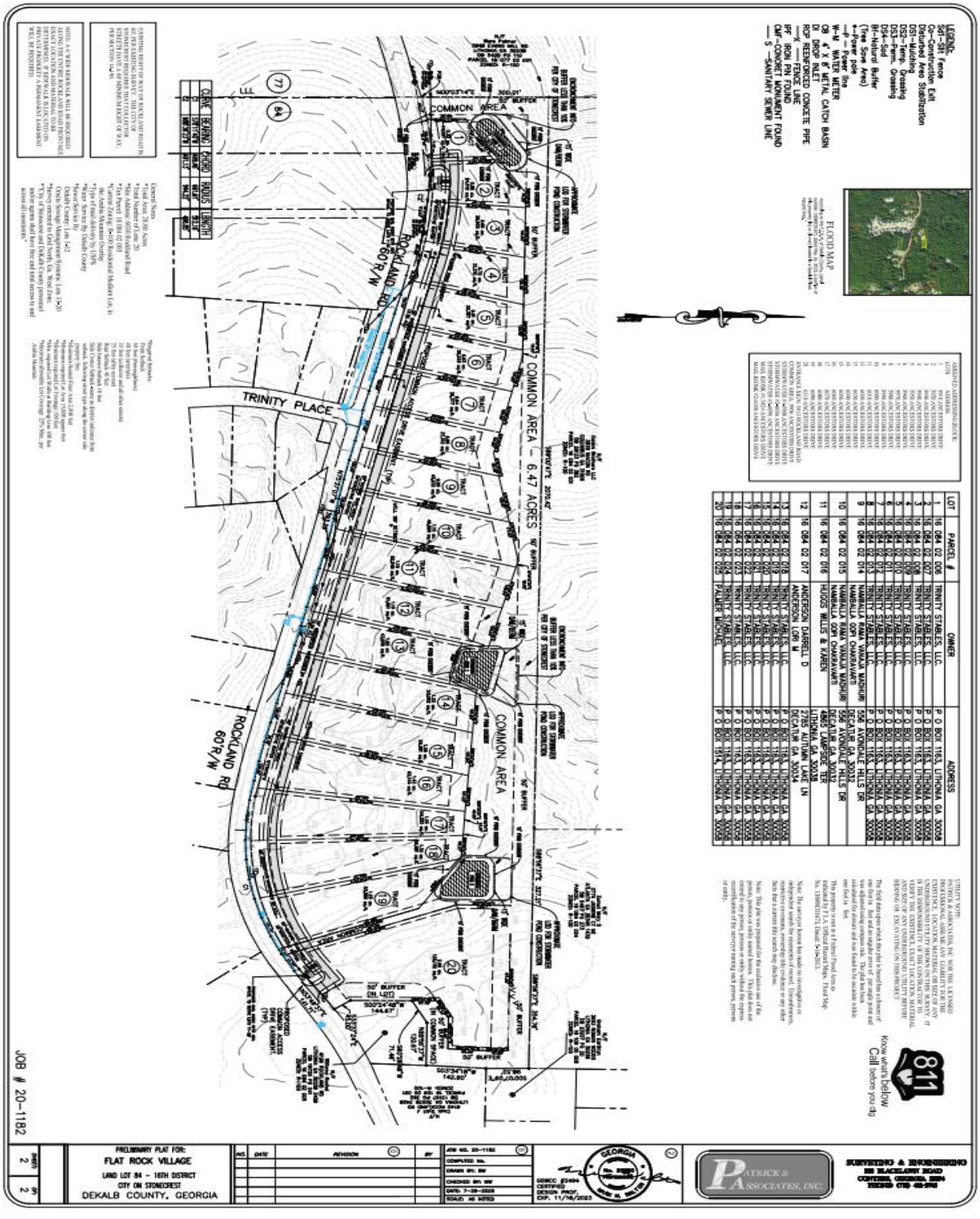
PATRICK & ASSOCIATES, INC.

GEORGIA REGISTERED LAND SURVEYOR CERTIFICATE NO. 3084 EXP. 12/2025

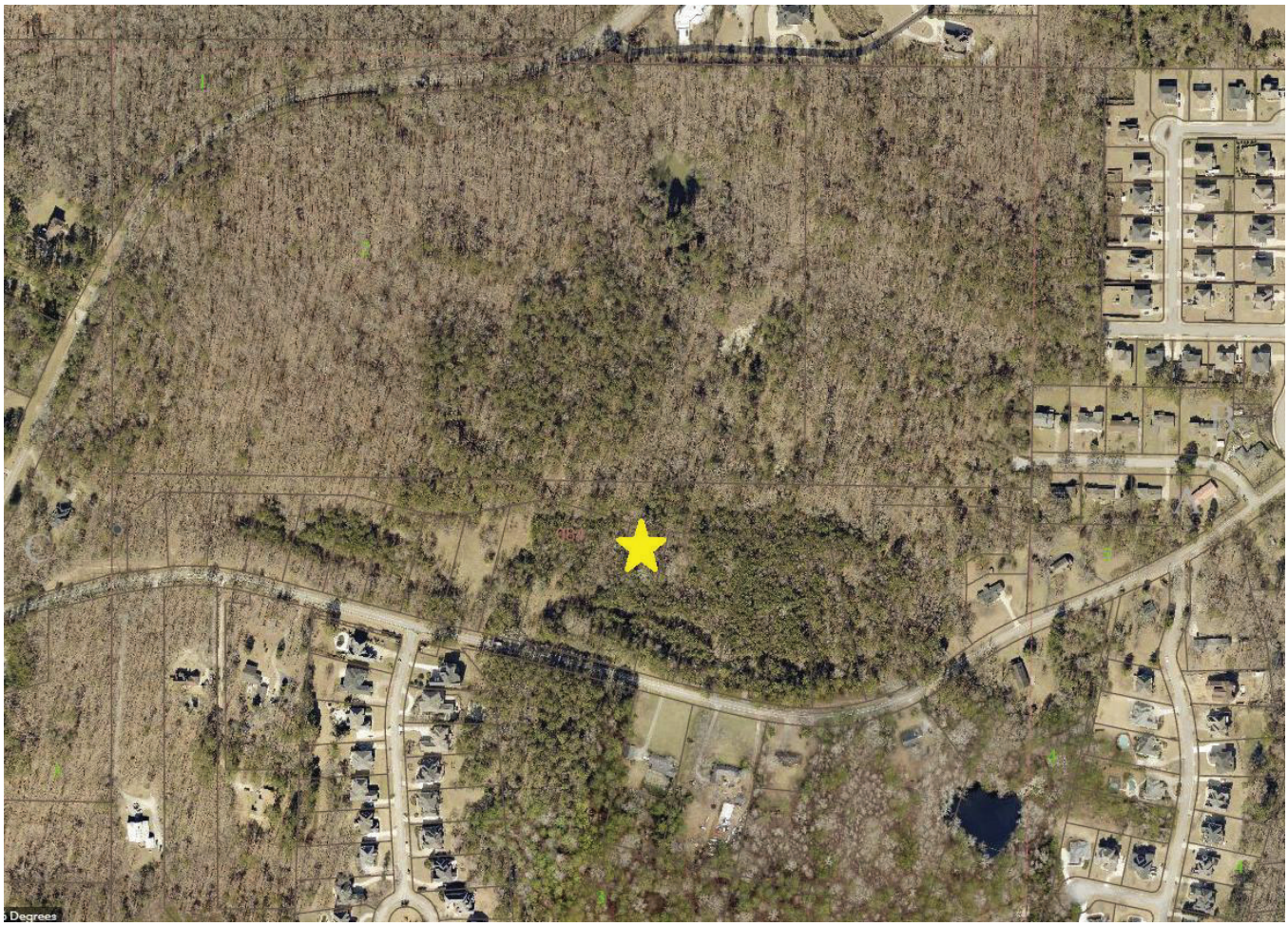
NO.	DATE	REVISION	BY
1	7-26-2021	ADDED SCOPE OF WORK	JH
2	8-30-2021	ADDED 24 HR CONTACT	JH

JOB NO. 20-1182
DRAWN BY: JH
CHECKED BY: MW
DATE: 7-26-2021
SCALE: AS NOTED

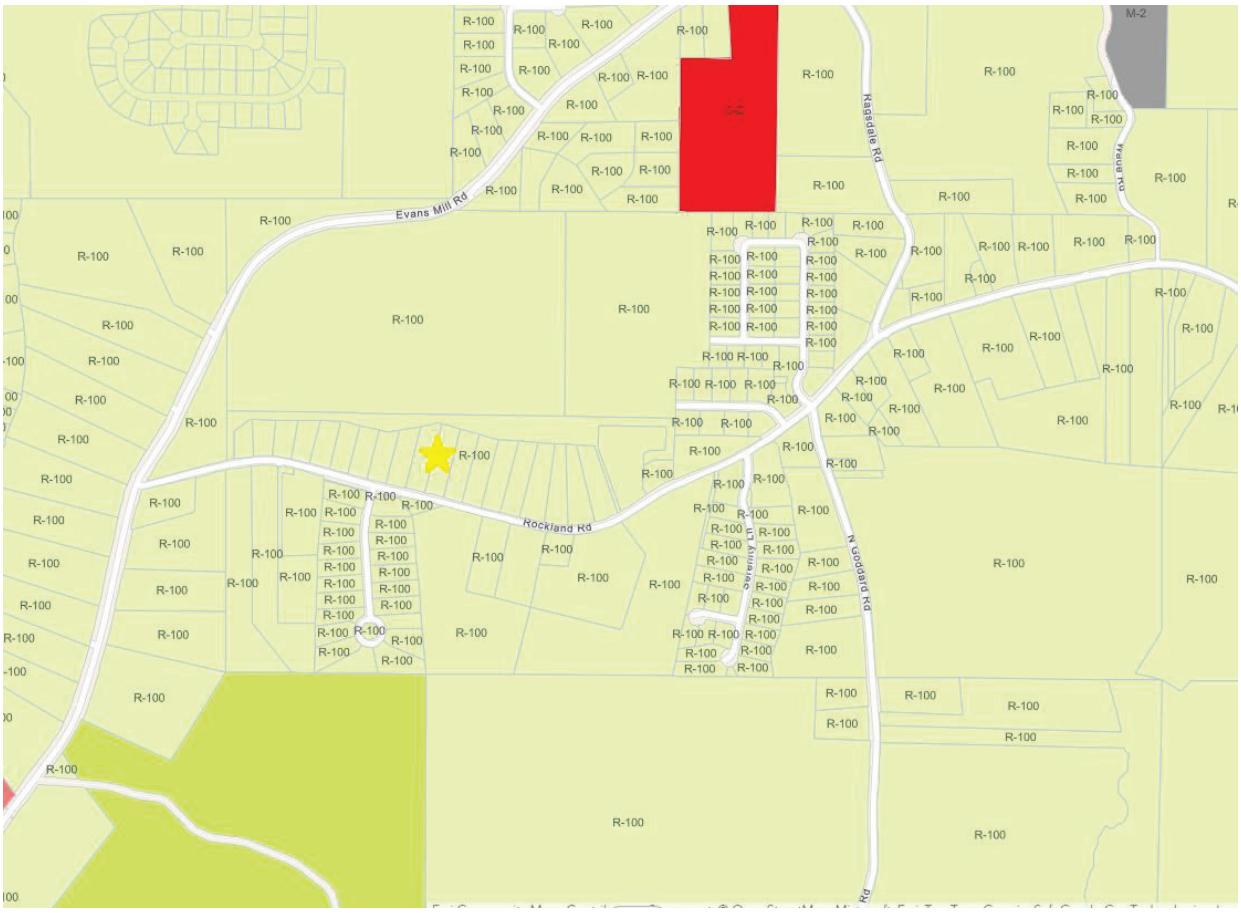
SHEET 1 OF 2


FLAT ROCK VILLAGE
LAND LOT 84 - 16TH DISTRICT
CITY OF STONECREST
DEKALB COUNTY, GEORGIA
JOB # 20-1182
ROCKLAND RD 60'R/W
TRINITY PLACE
COMMON AREA - 6.47 ACRES
COMMON AREA
SURVEYING & ENGINEERING
PATRICK & ASSOCIATES, INC
Know what's below
Call before you dig
811

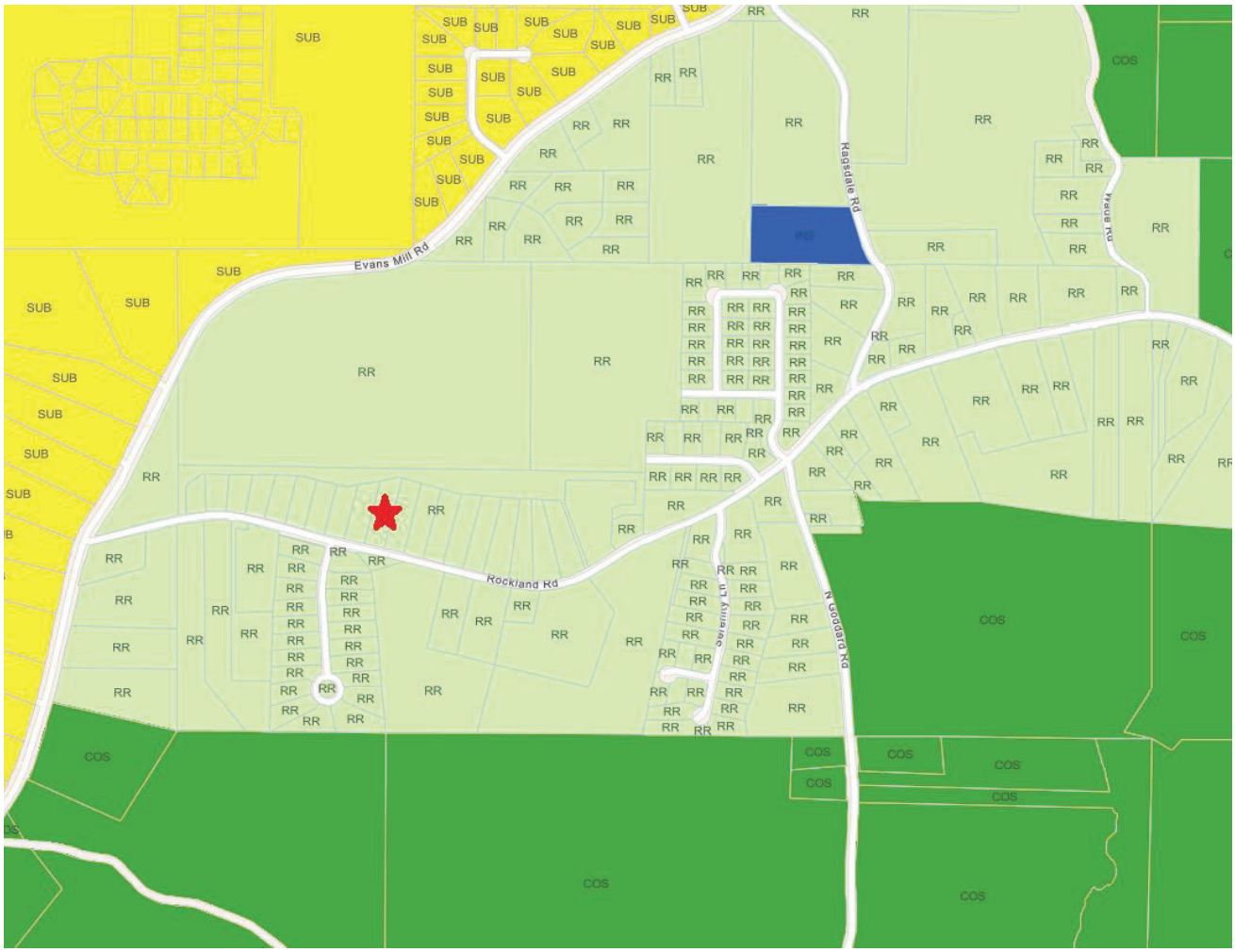
AERIAL PHOTO



ZONING MAP



FUTURE LAND USE MAP



ARABIAN MOUNTAIN OVERLAY DISTRICT

