



## **CITY OF STONECREST, GEORGIA**

### **CITY COUNCIL MEETING – AGENDA**

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

**Monday, February 27, 2023 at 6:00 PM**

*Mayor Jazzmin Cobble*

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

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

*Council Member Tammy Grimes - District 5*

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

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

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

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. APPROVAL OF THE AGENDA**

**VI. REVIEW AND APPROVAL OF MINUTES**

[a.](#) Approval of Meeting Minutes - January 23, 2023

[b.](#) Approval of Special Called Meeting Minutes - January 31, 2023

**VII. PUBLIC COMMENTS**

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

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

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

## **VIII. PUBLIC HEARINGS**

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

*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.** **For Decision** - SLUP-22-015 2708 Evans Mill Rd - *Ray White*

## **IX. CONSENT AGENDA**

## **X. APPOINTMENTS**

**a.** **For Decision** - Appointment of Court Administrator - *Gia Scruggs*

## **XI. REPORTS & PRESENTATIONS**

## **XII. OLD BUSINESS**

**a.** **For Decision** - Ethics Ordinance - *Mayor Jazzmin Cobble; Attorney Alicia Thompson*

**b.** **For Decision** - TMOD 22-012 Animal Exhibition Ordinance - *Ray White*

**c.** **For Decision** - SDP 22-00015 The Enclave at Arabia Mountain - *Ray White*

## **XIII. NEW BUSINESS**

**a.** **For Decision** - Committee Calendars - *Mayor Pro Tem George Turner*

**b.** **For Decision** - Stonecrest Development Authority Code Amendment - *Mayor Pro Tem George Turner*

**c.** **For Decision** - Wayfinding and Gateway Monument Sign Design Vendor Recommendation - *Gia Scruggs*

**d.** **For Decision** - Hazardous Mitigation Plan Resolution - *Gia Scruggs*

**e.** **For Decision** - ARPA Allocation Recommendation - *Gia Scruggs*

**f.** **For Decision** - Salem Park - Parking Lot Design - *Gia Scruggs*

**g.** **For Decision** - Sidewalk Designs - *Gia Scruggs*

**h.** **For Decision** - 2831 Fairington Rd Easement - *Gia Scruggs*

## **XIV. CITY MANAGER UPDATE**

**XV. MAYOR AND COUNCIL COMMENTS**

**XVI. EXECUTIVE SESSION**

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

**XVII. 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, January 23, 2023 at 6:00 PM

*Mayor Jazzmin Cobble*

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

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

*Council Member Tammy Grimes - District 5*

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

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

The meeting began at 6:07 pm.

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

All members present.

**III. INVOCATION**

Lead by Councilmember Rob Turner.

**IV. PLEDGE OF ALLEGIANCE**

**V. APPROVAL OF THE AGENDA**

Mayor Pro Tem George Turner requested the Parks LED Lighting Vendor Recommendation item be moved from Consent Agenda and placed under New Business, item C. He also added a presentation by Mayor Jazzmin Cobble under Reports and Presentations.

Mayor Cobble asked that Executive Session be moved up, after Public Comments.

**Motion** - made by Councilmember Rob Turner to approve the agenda with stated changes and modifications. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

**VI. REVIEW AND APPROVAL OF MINUTES**

- a. Approval of Meeting Minutes - December 27, 2022

**Motion** - made by Councilmember Tammy Grimes to approve the December 27, 2022 minutes as presented. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

## VII. REPORTS & PRESENTATIONS

Mayor Jazzmin Cobble presented Councilmember Rob Turner with a Certificate of Achievement from GMA, for successfully completing requirements through the Herald F Holt Municipal Training Institute and completing 72 hours of continuing education as an elected official.

## VIII. PUBLIC COMMENTS

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

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

**Cynthia Chambry** – Introduced herself as a new resident and business owner of the Early Literacy Development Agency located in New Black Wall Street.

**Malaika Wells** – Mrs. Wells is President of the Stonecrest Citizens Coalition. She thanked council for the robust discussion at the January 9, 2023 Work Session, specifically Councilmembers Rob Turner and Alicia Washington for comments regarding Extended Stay facilities. She asked that committee meetings continue to be broadcast and streamed, and expressed concerns about ARPA funds being given to DCSD, suggesting funds would be better used by local and county non-profits. Mrs. Wells stated she supports option one (1) concerning the Ethics Board and that she is disappointed the Charter Review Commission is not on tonight's agenda. She would like confirmation on when members will be appointed. Mrs. Wells also asked that the URA facts be published on the city's website and that public comment time be extended to three (3) minutes.

**Charles Harper** – The beginning of Mr. Harper's statement was not captured as the microphone was not on. He talked about rental assistance and asked why small businesses can't get any grant money. Mr. Harper would like rental assistance.

**Faye Coffield** – Mrs. Coffield is concerned about ARPA funds going to the Board of Education. She would like the city to set up CPR training and would also like to see signs that indicate where the AED machines are located. Mrs. Coffield is concerned about ARPA money going to Piedmont College and stated we need to know what this money would be used for. Mrs. Coffield asked that the city hire off duty police officers to patrol.

**Patricia Avery** – Mrs. Avery has a business in the City of Stonecrest and wanted to introduce

herself. She appreciates the New Black Wall Street being in Stonecrest and stated the City Council should be proud.

Mayor Pro Tem George Turner gave a brief response to the public comments.

## IX. EXECUTIVE SESSION

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

**Motion** – made by Councilmember Rob Turner to move into Executive Session for litigation and personnel. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

**Motion** – made by Councilmember Tammy Grimes to leave Executive Session and return to the scheduled Council Meeting. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**Motion** – made by Councilmember Rob Turner to approve the minutes from Executive Session. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

## X. PUBLIC HEARINGS

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

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

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

### a. Public Hearing - SLUP-22-007 6505 Charter Way - Keedra Jackson

Keedra Jackson, Deputy Planning and Zoning Director, gave a presentation. The applicant is Tonette Spencer. A SLUP is recommended to operate a short-term rental. Ms. Jackson gave a review of supplemental regulations, including the measurement of the home. Staff's recommendation was approval with conditions. Conditions are listed in the packet and were read at the meeting.

**Motion** – made by Councilmember Rob Turner to open public hearing on SLUP 22-007, 6505 Charter Way. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

The applicant, Tonette Spencer, thanked Council for the opportunity to help those in need and explained some features of the short-term rental property.

No one spoke in opposition to this item.  
No one spoke in favor of this item.

**Motion** – made by Councilmember Rob Turner to close the public hearing on SLUP 22-007, 6505 Charter Way. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

**b. For Decision-** SLUP-22-007 6505 Charter Way - *Keedra T. Jackson*

Councilmember Grimes questioned plans to secure the cracked pavement, as well as the number of cars that can park in the driveway. Ms. Spencer confirmed she has attempted to fill the cracks, but they have reappeared. She also stated there is enough parking for three or four cars on the parking slab and that they do not park on the grass. Councilmember Tammy Grimes asked the owner to remain committed to repairing the parking slab.

Mayor Pro Tem stated the home has two (2) bedrooms and the number of occupants for an overnight stay is no more than four (4) adults. The applicant added there is a bonus room on the property located on the lower level that is used for a sitting area and the restrictive hours (10 pm to 7 am) are for the number of occupants for a two bedroom.

**Motion** – made by Councilmember Tara Graves to approve SLUP 22-007 6505 Charter Way with stated conditions. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**c. Public Hearing -** SLUP 22-008 3434 Bleckley Drive - *Keedra Jackson*

Keedra Jackson, Deputy Planning and Zoning Director, gave a presentation. The applicant is Charmaine Hancock. She stated Staff recommends approval with conditions, as listed in the packet. It was approved by the Planning Commission on November 8, 2022. There was a review of supplemental regulations, zoning conditions and staff recommendations.

**Motion** – made by Councilmember Tammy Grimes to open public hearing on SLUP 22-008 3434 Bleckley Drive. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

The applicant was not present.  
No one spoke in favor of the item.  
No one spoke in opposition of the item.

Councilmember Grimes requested condition number ten get read into the record. Mayor Cobble asked if the applicant was required to renew annually. Deputy Director Jackson stated if there is no violation, the applicant may continue with the SLUP. If a violation occurs in the 1<sup>st</sup> year, the SLUP is voided, and the applicant must reapply after one year.

**Motion** – made by Councilmember Tammy Grimes to close public hearing on SLUP 22-008 3434 Bleckley Drive. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**d. For Decision** - SLUP-22-008 3434 Bleckley Drive - *Keedra T. Jackson*

Deputy Director Jackson stated that she spoke with the applicant and confirmed the meeting date and time but unfortunately, the applicant is not in attendance.

Councilmember Tammy Grimes stated she did not hear condition number ten (10) read by Ms. Jackson into the record. Ms. Jackson read condition number ten (10) into the record.

Mayor Cobble asked about the sentence in the staff report stating there shall be one year for a special land use duration due to the historical nature of this use in the residential setting. Keedra Jackson provided some background and history of the subdivision. Staff is comfortable with the conditions they have recommended. Mayor Cobble asked if the use of historical nature in this context means past activity. Ms. Jackson stated that was correct and that it means past and/or frequent activity.

**Motion** – made by Councilmember Tammy Grimes to approve SLUP 22-008 3434 Bleckley Drive with staff recommended conditions. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**e. Public Hearing** - SLUP 22-009 1805 Springhill Cove - *Keedra Jackson*

Keedra Jackson, Deputy Planning and Zoning Director, gave a presentation. The applicants are Beris and Mevetta Henry. The applicants are seeking a SLUP to operate a Personal Care Home. The Planning Commission approved this item November 8, 2022. Deputy Director Jackson gave a review of the Personal Care Home regulations and general requirements. Staff recommends approval with conditions, as read at the meeting, and listed in the packet.

**Motion** – made by Councilmember Tara Graves to open public hearing for SLUP 22-009 1805 Springhill Cove. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

Applicant, Beris Henry, spoke and stated Mrs. Mevetta Henry was working and could not attend the meeting. He stated that his wife, himself, and their daughter, who is a nurse, work together to provide a service and have a passion for people.

No one else spoke in favor of this item.

No one spoke in opposition of this item.

**Motion** – made by Councilmember Tara Graves to close public hearing on SLUP 22-009 1805 Springhill Cove. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**f. For Decision**- SLUP-22-009 1805 Spring Hill Cove - *Keedra Jackson*

Councilmember Tammy Grimes asked which subdivision the property is located in. The

applicant stated the home is located in Rogers Crossing Subdivision.

Mayor Cobble asked for clarification on condition number six (6). Ms. Jackson stated she was unsure why the condition was included and apologized. She stated the goal was to make sure the applicant has secured all of the necessary certifications to operate this use. Mayor Cobble would like to ensure the requirement is related to the state certification as they will get a certification based on the number of occupants or patients. Ms. Jackson confirmed the certification is for four (4) applicants. She also clarified the condition and read it into record as "the applicant shall secure the necessary certification by the State of Georgia and the necessary business license, building permits and certification of occupancy". Ms. Jackson will amend number six (6) to end at certification of occupancy.

Councilmember Tammy Grimes asked if the residents will be seniors with disabilities and if they will be mobile and going in and out of the property. Mr. Henry stated yes. Councilmember Tammy Grimes asked if the yard is fenced and if there will be a need for van assistance or transportation. Mr. Henry stated no to both questions.

**Motion** – made by Councilmember Rob Turner to approve SLUP 22-009 1805 Springhill Cove with conditions stated, as well as number six (6). Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**g. Public Hearing** - SLUP-22-012 7173 Covington Highway - *Keedra T. Jackson*

Keedra Jackson, Deputy Planning and Zoning Director, gave a presentation. The applicant is Dion Robinson and requesting a SLUP to operate as a late-night establishment. Ms. Jackson stated that due to the number of community members that attended the Planning Commission meeting on January 3, 2023, there was concern by the Commissioners that the item needed to return to staff, as well as the CPIM. She stated the applicant did attend the previous meeting on last Thursday. Because of the concerns, staff is asking for a full cycle deferral.

**Motion** – made by Councilmember Tammy Grimes to support a full cycle deferral and hold the public hearing at this time. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**h. For Decision** - SLUP-22-012 7173 Covington Highway - *Keedra T. Jackson*

Full Cycle Deferral.

**i. Public Hearing** - TMOD-22-012 SeaQuest - *Keedra T. Jackson*

Keedra Jackson, Deputy Planning and Zoning Director, gave a presentation and background. Ms. Jackson stated that the establishment has requested to extend the number of animals or the type of animals in the establishment and that there was a concern that the operation may not be in compliance. After meetings with the City Manager and SeaQuest, staff felt it was necessary to write a text amendment to bring the establishment into compliance. Ms. Jackson outlined the staff's recommendations in the text amendment and clarified that this item was presented by staff and there is no applicant. She also stated staff's recommendation is approval of this item.

**Motion** – made by Councilmember Tara Graves to open public hearing on SLUP 22-012 7173 Covington Highway. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

No one spoke in favor.

Those in opposition of this item are as follows:

Julie Robertson

Dana Davis

Christopher Eubanks

Faye Coffield

**Motion** – made by Councilmember Rob Turner to close public hearing on SLUP 22-012 SeaQuest. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**j. For Decision - TMOD-22-012 SeaQuest - Keedra T. Jackson**

Mayor Pro Tem George Turner inquired about the name of the item being TMOD 22-012 SeaQuest and stated that the text amendment would apply to anyone with an animal exhibition within the bounds of Stonecrest, therefore the item could have moved forward without the name SeaQuest. Ms. Jackson agreed and stated it was staff's decision to put that name in reference to the discussion that had been going back and forth with the attorney's office and city manager. Mayor Pro Tem clarified SeaQuest is what triggered the item but it is for the proper zoning.

Mayor Pro Tem stated that any violations of the rules they put in place belong to another area and not in this arena on this evening and will be dealt with in another manner.

Councilmember Rob Turner asked if there are any other businesses looking to bring indoor or outdoor animal exhibitions to this area. Ms. Jackson stated that staff has not been contacted with such desire. Councilmember Turner asked what kinds of regulations are being utilized to secure safety or health issues for our citizens visiting these exhibitions at SeaQuest. Ms. Jackson stated that the state of Georgia has regulations that businesses such as this would have to follow and that they are enforcing those regulations on this type of use. She also stated that they have the wildlife animal ordinance that is regulated by the State of Georgia that Stonecrest will adhere to or follow. Councilmember Rob Turner asked if Staff had received any reports from those organizations. Ms. Jackson stated that she had not. Ms Jackson also asked to respond to Faye Coffield's questions and named the type of animals that are there. She clarified that the State of Georgia also has a list of animals that are permitted at any indoor animal exhibition, and she will share that document with council.

Mayor Cobble asked for clarity in the ordinance on the supplemental regulation pertaining to outdoor animal exhibitions and what staff is requesting written permissions for. Ms. Jackson agreed to make clarifications. Ray White, Planning and Zoning Director, stated that permission has to come from the owner to the city operate an animal exhibition if the exhibitor is not the owner.

Councilmember Tammy Grimes asked for clarity that council is dealing with two different

issues, one is the TMOD and the other is the business. She asked if it was council's business to deal with the TMOD. Ms. Jackson stated she was correct.

**Motion** – made by councilmember Tara Graves to defer TMOD 22-012 SeaQuest to the February 27th council meeting for decision only. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

## **XI. CONSENT AGENDA**

## **XII. APPOINTMENTS**

### **a. For Decision - URA Appointments, District 5 and Office of Mayor - *Mayor Pro Tem George Turner***

Recommending members for District 5 and Office of Mayor be replaced or reappointed. Mayor Cobble gave clarity that council is appointing citizens and not council members.

Attorney Thompson confirmed terms are for three (3) years, beginning January 2023 and ending December 2025. Preamble was also read by Attorney Alicia Thompson.

**Motion** – made by Rob Turner to approve the appointment of two members: District 5, Tammy Grimes and office of the Mayor, Jazzmin Cobble to the URA. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

### **b. For Decision - Committees, Boards, Commissions and Agency Membership - *Mayor Pro Tem George Turner***

Mayor Pro Tem George Turner gave an introduction of the item and discussed membership. He stated resolutions will be completed by adding the member names. There was also a review of each Committee/Board.

**Motion** – made by Councilmember Tammy Grimes to reappoint Harden Lark to the Construction Board of Appeals. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**Motion** – made by Councilmember Rob Turner to approve stated members to the SPLOST committee. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

Mayor Pro Tem stated committees should be chaired by a Councilmember, who can appoint someone else. Councilmember Rob Turner will take the lead on the SPLOST committee.

**Motion** – made by Councilmember Rob Turner to accept the stated members to the CID committee. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

Councilmember Tara Graves will take the lead on the CID committee and call the 1<sup>st</sup> meeting to order.

**Motion** – made by Councilmember Tara Graves to accept the stated members of the Parks and Recreation committee with replacement member Omari Barrow. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

Councilmember Alecia Washington will call the 1<sup>st</sup> Parks and Recreation meeting to order and elect officers.

**Motion** - made by Councilmember Tammy Grimes to approve the stated members of the Finance Oversight Committee. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

Mayor Pro Tem George Turner will call the 1<sup>st</sup> meeting to order and elect officers.

**Motion** – made by Councilmember Rob Turner to approve the Transportation Committee members that have been reappointed and replaced. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

Councilmember Graves request Darien Senior be removed from this committee. Councilmember Tara Grimes will call this meeting to order and elect officers.

**Motion** – made by Councilmember Tammy Grimes to reappoint the slate of Zoning Board of Appeals members. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**Motion** – made by Councilmember Tammy Grimes to accept the slate of Planning Commission appointees. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**Motion** – made by Councilmember Tammy Grimes to defer the final constitution of the Economic Development Committee to the Special Called meeting on January 31, 2023. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

Economic Development Director William Smith hopes to have a kickoff meeting in February. Attorney Alicia Thompson confirmed all city committees should have two council members. Council will later consider the Ethics Board, Alcohol Review Board, and Film and Entertainment Committees.

Attorney Thompson stated that per title 66 from URA law, it is stated that Mayor or Board can designate a Chair for the committee.

Mayor Pro Tem George Turner confirmed committees are required to meet quarterly and it is

not mandatory for the meetings to be broadcast.

### XIII. OLD BUSINESS

**a. For Decision - Film Permit Text Amendment - 2nd Read - *William Smith***

Second read of the preamble was completed by the City Clerk.

**Motion** – made by Councilmember Rob Turner to approve the Film Permit Text Amendment. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

### XIV. NEW BUSINESS

**a. For Decision - Resolution Appointing DeKalb County to Conduct the City of Stonecrest General Election - *Sonya Isom***

Sonya Isom, City Clerk, gave an introduction to the item and read the preamble.

**Motion** – made by Councilmember Rob Turner to approve the resolution appointing DeKalb County to conduct the City of Stonecrest General Election. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**b. For Decision - Resolution To Set Qualifying Dates and Fees for the November 7, 2023 General Election - *Sonya Isom***

Sonya Isom, City Clerk, gave an introduction of the item and read the preamble of the resolution.

**Motion** – made by Councilmember Tammy Grimes to accept the resolution to set qualifying dates and fees for the November 7, 2023 general election. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**c. For Decision - Parks LED Lighting Vendor Recommendation - *Gia Scruggs***

Gia Scruggs, gave an introduction of the item. Leisure Services identified a need for LED lighting. Musco Sports Lighting is the vendor recommendation and the total cost is \$374,211.00 and the fund source is ARPA funds. Finance Director, Gia Scruggs, is recommending approval.

Councilmember Tara Graves asked if additional funds were allocated to Parks and Rec on top of what is already been discussed. Ms. Scruggs clarified that this is a portion of the funds already allocated.

**Motion** – made by Councilmember Rob Turner to approve the Parks LED Lighting vendor recommendation. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

## XV. CITY MANAGER UPDATE

Gia Scruggs, Acting City Manager, stated she was excited to get started on FY23 budget and all that is in store. She will be bringing additional recommendations for ARPA spending to council soon based on survey results and staff recommendations. She encouraged everyone to visit the City of Stonecrest website for job opportunities and upcoming city events. She stated as of the beginning of January, the city has a total of 47 employees.

## XVI. MAYOR AND COUNCIL COMMENTS

**District 1 Tara Graves** - no additional comments

**District 2 Rob Turner** - Happy New Year and he's excited about the direction we are moving in as a city. He stated this will be our best year yet.

**District 3 Alecia Washington** - Very excited about moving forward in 2023!

**District 5 Tammy Grimes** - To all educators in Stonecrest and in general, hang in there! We're going to get to the finish line in May. She stated that are gearing up for Georgia Milestones in April so she needs all students. parents, guardians, stakeholders, everybody who has a child or supports a child to understand what goes on in the schoolhouse. She asked that you come and give your support and make sure that your students know how to write.

**Mayor Cobble** - Reminder to the residents of Stonecrest that County Commissioner Marita Davis Johnson is hosting a legislative Town Hall tomorrow with legislators and invited everyone out to participate in that conversation tomorrow at 6 pm at the Lou Walker Center in the city of Stonecrest.

**Mayor Pro Tem George Turner** - We are having a Special Called Meeting January 31, 2023 at 6:00 pm.

## XVII. ADJOURNMENT

**Motion** – made by Councilmember Tammy Grimes to adjourn. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

The meeting ended at 9:21 pm.

### Americans with Disabilities Act

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## CITY OF STONECREST, GEORGIA

### CITY COUNCIL SPECIAL CALLED MEETING –MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Tuesday, January 31, 2023 at 6:00 PM

*Mayor Jazzmin Cobble*

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

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

*Council Member Tammy Grimes - District 5*

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

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

The meeting began at 6:07pm.

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

All members present.

#### **III. AGENDA ITEMS**

Council will move Executive Session up after letter b.

##### **a. For Discussion - Municipal Court Update - Chief Judge *Curtis W. Miller* and Court Administrator *Mallory Minor***

Presentation by Chief Judge Miller. Judge Miller thanked Council for passing legislations and considering issues that were brought forward. He would like the Court to be viewed as a respecter of citizens civil rights. Judge Miller gave an introduction of Judge Sheridan who has been with the courts since the inception of the City. Court sessions can be found on YouTube.

There was a power point presentation by Court Clerk, Mallory Minor, including court fun facts, the cycle of a citation, the court calendar, virtual court flow, the amnesty program, GCIC, and the future of municipal court.

There was a presentation of the pre-trial diversion program by Solicitor Banks. There was also an overview of probation services by Mr. Williams.

There was additional discussion relating to bench warrants, the failure to appear

process, and repeat offenders.

Mayor Cobble stated the Council is in the process of working on an IGA.

**b. For Discussion - Potential Court Services - Chief Judge Curtis W. Miller**

Presentation given by Chief Judge Curtis Miller.

**c. Executive Session**

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

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

Motion passed unanimously.

**Motion** – made by Councilmember Rob Turner to exit Executive Session and return to the scheduled Special Called Meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

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

Motion passed unanimously.

**d. For Decision - Classification and Compensation Study Vendor Recommendation - Gia Scruggs**

Overview by Acting City Manager Gia Scruggs. Acting City Manager Scruggs is requesting to use MGT Consulting. The price is \$55,280.00 and funding is General Fund/City Manager/Professional Services.

Councilmember Grimes asked how long the study will take. Ms. Scruggs confirmed it should have between 90 – 120 days.

**Motion** – made by Councilmember Rob Turner to approve the Classification and Compensation Study Vendor Recommendation. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

**e. For Decision - Everett Park Parking Lot & Kayak Launch Design - Gia Scruggs**

Overview by Acting City Manager Gia Scruggs. Two proposals were received. One from Corporate Environment Risk. The cost is \$95,360.00.

Acting City Manager Scruggs will confirm the number of cars this lot will hold. Staff recommendation is approval.

**Motion** – made by Councilmember Tammy Grimes to move forward with the Everett Park Parking Lot and Kayak Launch Design. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

**f. For Decision** - 2023 Street Resurfacing Vendor Recommendation - *Gia Scruggs*

Overview by Acting City Manager Gia Scruggs. The item was published on December 8, 2022 and closed January 17, 2023. The amount is \$1,239,900.00. This will be for 2023 paving. Funding is SPLOST/Transportation/Infrastructure Improvement.

The preamble of the resolution was read by Attorney Thompson. There was recognition that this is the first time the bid has been ready and out during the 1<sup>st</sup> month of the year.

**Motion** – made by Councilmember Tammy Grimes to approve the 2023 Street Resurfacing Vendor Recommendation. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

**g. For Decision** - Economic Development Plan Steering Committee - *Mayor Pro Tem George Turner*

Overview by Mayor Pro Tem George Turner. There was discussion regarding the name of this committee and whether it should be called a Steering Committee or Advisory Committee. Mayor Pro Tem Turner stated council would keep the committee as a steering committee and will address again.

Economic Development Director William Smith stated the next action for this committee is to have a kick-off meeting and formulate ideas. Previous meetings were introductory and brain-storming sessions.

There was a review of the 2023 membership and a need to make one correction, replacing number one with Stonecrest Industrial Council.

**Motion** – made by Councilmember Rob Turner to approve the Economic Development Plan Steering Committee with the updated membership. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

**h. For Decision** - Moratorium for Truck Parking - *Mayor Pro Tem George Turner*

Overview by Mayor Pro Tem George Turner and an address by Planning and Zoning Director, Ray White. Director White stated staff has been getting an abundance of applications. He stated the moratorium will stop the application process while staff takes a look at the sites and also allow time to do research.

Councilmember Grimes asked if the 60 days could be changed to 90 days during the meeting. This would be the whole process. Attorney Denmark asked Council to be mindful

that the moratorium will not affect pending applications. This item will be on the next Work Session agenda.

Preamble was ready by the City Clerk.

**Motion** – made by Councilmember Rob Turner to approve the moratorium for truck parking for 60 days. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

**i. For Decision - Moratorium for Public Storage - Mayor Pro Tem George Turner**

Overview by Planning and Zoning Director Ray White. Preamble read by City Clerk.

**Motion** – made by Councilmember Tammy Grimes to approve the moratorium for public storage for 60 days. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

#### **IV. ADJOURNMENT**

The meeting adjourned at 9:55pm.

*Americans with Disabilities Act*

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

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



## CITY COUNCIL AGENDA ITEM

**SUBJECT: SLUP-22-015 2708 Evans Mill Rd**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Ray White, Director of Planning & Zoning

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant is seeking a Special Land Use Permit to operate as a drive thru restaurant according to Section 4.2.23.A

**FACTS:** The applicant is requesting a special land use permit to operate a drive-thru restaurant. Section 4.2.23 of the Chapter 27 Zoning Ordinance states: ***Drive-through facilities shall not be located within 60 feet of a residentially zoned property, as measured from any menu or speaker box to the property line of adjacent residential property, unless part of a mixed use development.***

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

**RECOMMENDED ACTION:** Approved/Conditions

**ATTACHMENTS:**

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance



## CITY COUNCIL AGENDA ITEM

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- (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.



**PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT**

SLUP-22-015

**Planning Commission January 3, 2023 / Mayor and City Council Meeting February 27, 2023**

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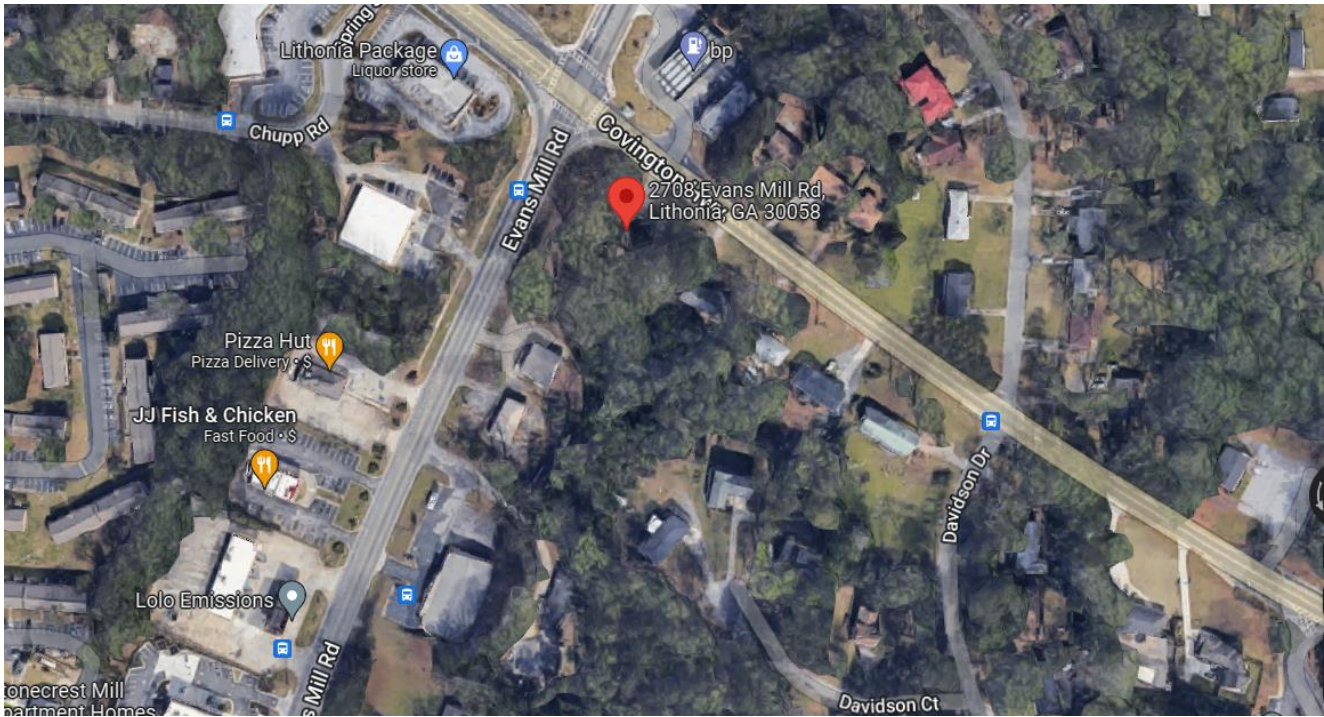
**GENERAL INFORMATION**

<b>Petition Number:</b>	SLUP-22-015
<b>Applicant:</b>	Jim Gamble
<b>Owner:</b>	Harbour Capital, LLC
<b>Project Location:</b>	2708 Evans Mill
<b>District:</b>	District 1
<b>Acreage:</b>	1.06 acres
<b>Existing Zoning:</b>	C-1 (Local General)
<b>Proposed Request:</b>	Special Land Use Permit to operate as a drive-thru restaurant.
<b>Comprehensive Plan Community:</b>	Regional Center (RC)
<b>Area Designation</b>	Regional Center (RC)
<b>Staff Recommendations:</b>	<i>Approval/Conditional</i>
<b>Planning Commission:</b>	<b>Approved with conditions on January, 2023</b>
<b>City Council:</b>	<i>N/A</i>

PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

Aerial Map



**ZONING CASE: SLU-22-015**

ADDRESS: 2708 Evans Mill Road, STONECREST, GA 30058

PARCEL NUMBER: 16 137 15 009

CURRENT ZONING: C-1 (Local Business)

FUTURE LAND USE: Regional Center (RC)



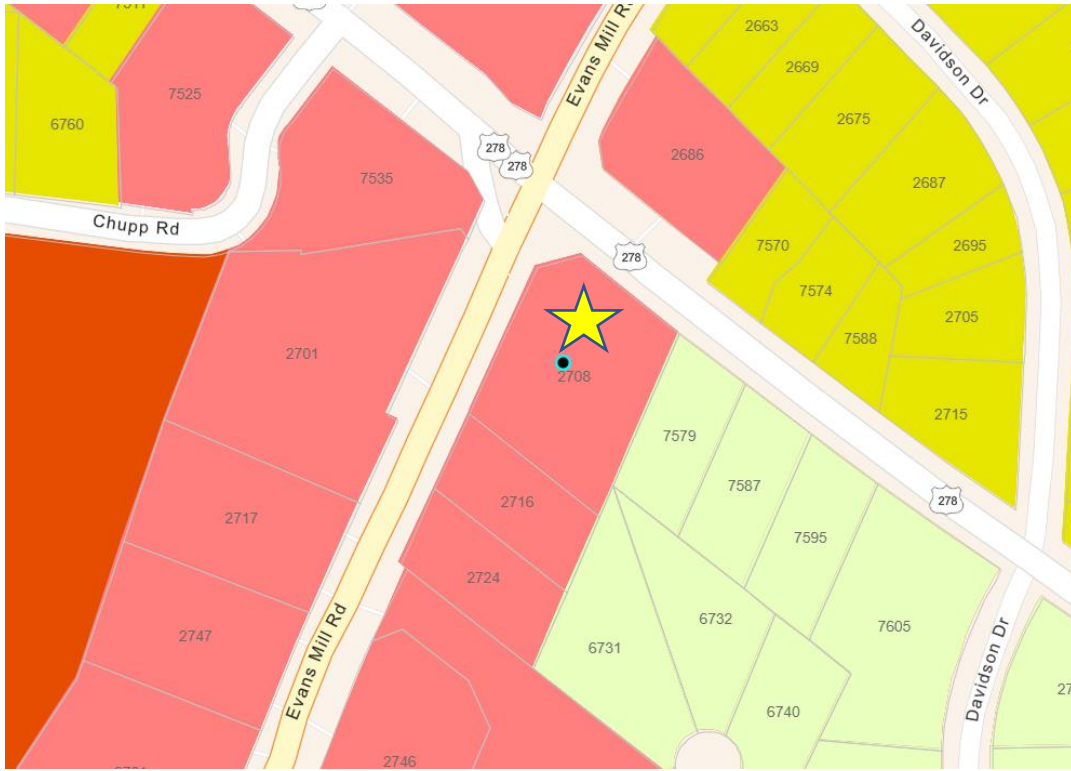
SUBJECT PROPERTY



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

Zoning Map



**ZONING CASE: SLU-22-015**

ADDRESS: 2708 Evans Mill Road , STONECREST, GA 30058

PARCEL NUMBER: 16 137 15 009

CURRENT ZONING: C-1 (Local Business)

FUTURE LAND USE: Regional Center (RC)



SUBJECT PROPERTY

## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015



### PROJECT OVERVIEW

#### **Location**

The subject property is located at 2708 Evans Mill Road at the northeast corner of Evans Mill Road and Covington Highway. The subject property is an undeveloped lot that is moderately wooded in nature. The property is bounded by commercial and residential development on all sides.

#### **Description and Background**

The subject property had a previous zoning petition in 1980 (Z-80012).



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

### Special Land Use Permit Request

The applicant is requesting a special land use permit to operate a drive-thru restaurant. Section 4.2.23 of the Chapter 27 Zoning Ordinance states: ***Drive-through facilities shall not be located within 60 feet of a residentially zoned property, as measured from any menu or speaker box to the property line of adjacent residential property, unless part of a mixed use development.***

#### **Section 4.2.23:**

*All drive-through facilities must comply with the following:*

A.

*Drive-through facilities shall not be located within 60 feet of a residentially zoned property, as measured from any menu or speaker box to the property line of adjacent residential property, unless part of a mixed use development.*

B.

*No drive-through facility shall be located on a property less than 10,000 square feet in area, unless part of a mixed use development. Stacking spaces for queuing of cars shall be provided for the drive-through area as required in [article 6](#) of this chapter.*

C.

*Drive-through lanes and service window serving drive-through lanes shall only be located to the side or rear of buildings.*

D.

*Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.*

E.

*Speaker boxes shall be directed away from any adjacent residential properties and shall require masonry sound attenuation walls with landscaping or other speaker volume mitigation measures. Speaker boxes shall not play music but shall only be used for communication for placing orders.*

F.



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

*All lighting from drive-through facilities shall be shaded and screened so as to be directed away from any adjacent residential properties.*

G.

*Stacking spaces shall be provided for any use having a drive-through facility or areas having drop-off and pick-up areas in accordance with the following requirements. Stacking spaces shall be a minimum of ten feet wide and 25 feet long. Stacking spaces shall begin at the last service window for the drive-through lane (typically the pick-up window).*

H.

*All drive-through facilities with the exception of drive-through restaurants shall provide at least three stacking spaces for each window or drive-through service facility.*

I.

*The following general standards shall apply to all stacking spaces and drive-through facilities:*

a.

*Drive-through lanes shall not impede on- and off-site traffic movements, shall not cross or pass through off-street parking areas, and shall not create a potentially unsafe condition where crossed by pedestrian access to a public entrance of a building.*

b.

*Drive-through lanes shall be separated by striping or curbing from off-street parking areas. Individual lanes shall be striped, marked or otherwise distinctly delineated.*

c.

*All drive-through facilities shall include a bypass lane with a minimum width of ten feet, by which traffic may navigate around the drive-through facility without traveling in the drive-through lane. The bypass lane may share space with a parking access aisle.*

d.

*Drive-through lanes must be set back five feet from all lot lines and roadway right-of-way lines.*



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

e.

*Owner and operator are responsible for daily litter clean-up to ensure the property remains free of trash, litter, and debris.*

f.

*Drive-through restaurants shall not be located within 500 feet of an elementary, middle, or high school.*

g.

*Drive-through restaurants located in activity centers require a special land use permit. In all other character areas a special land use permit is required unless the facility can meet at least two of the following criteria:*

i.

*Facility is located within 400 feet of an intersection of a major arterial street and a major or minor arterial street, or within 1,000 feet of an interstate highway interchange do not require a special land use permit.*

ii.

*Facility is accessible only through interparcel access or through a shared driveway.*

iii.

*Facility is part of a major redevelopment, as defined in section 27-8.1.16.*

h.

*Distance shall be measured from the right-of-way of the exit or entrance ramp, or street corner (middle of the radius), along the intersecting street right-of-way, to the nearest property line.*

### Elevations

PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015



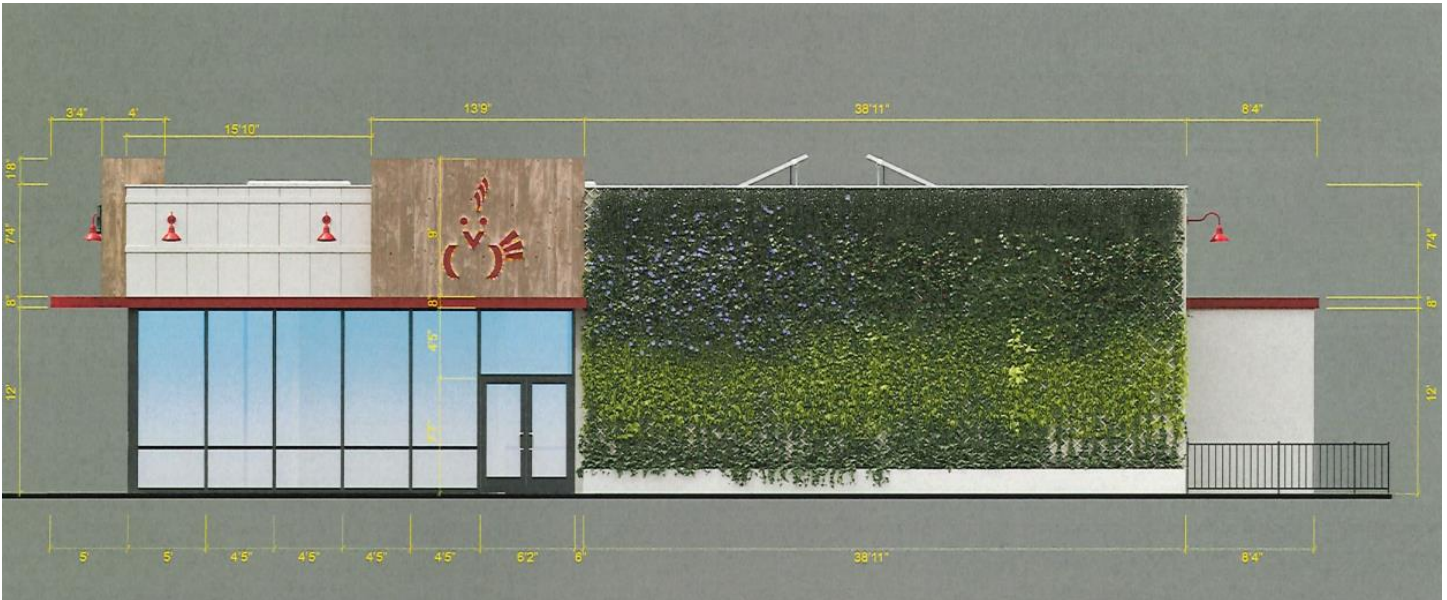
PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015



### Public Participation

Property owners within 1000 feet of subject property were mailed notices of the proposed rezoning on November 30th. The community meeting was held on December 13<sup>th</sup>, 2022, at 6:00 pm at via zoom.com. There were 25 public participants involved in the meeting. Many of the comments were in support of the development, but expressed concerns about the proposed ingress/egress Covington Highway due to the existing heavy flow of traffic.

### CRITERIA OF REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance lists nineteen factors to be considered in a technical review of a special land use permit completed by the Community Development Department and Planning Commission. Each criterion is listed with staff analysis.

- A. Adequacy of the size of the site for the use contemplated and whether the adequate land area is available for the proposed use, including the 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 subject property is currently undeveloped and is moderately wooded. The proposed development is zoned C-1 and allows the drive-thru restaurant by way of a Special Land Use Permit. The subject property is available for the proposed use, including all of the required provisions.



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

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

The compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

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

There are adequate public services, public facilities, and utilities to serve the proposed use.

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

There appears to be adequate roadway infrastructure to serve the intended use.

**E. Whether existing land uses located along access routes to the site will be adversely affected by the vehicles' character or the volume of traffic generated by the proposed use.**

The character of the vehicles which will patronize the restaurant are completely consistent with the surrounding community and infrastructure.

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

The proposed development will have one point of ingress/egress on Covington Highway.

**G. 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 does not appear it will create an adverse impact upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

**H. 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 hours of operation for the restaurant will be from 11am until 9pm. The hours should not have any adverse impact on the surrounding land uses.

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



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

The proposed use will not create adverse impacts upon any adjoining land use by reason of the manner of operation.

**J. 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 consistent with the zoning district and the comprehensive land use.

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

The proposed use of restaurant drive-thru is consistent with the policies of the comprehensive plan.

**L. 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 will require a 50' transitional buffer between commercial and residential.

**M. Whether there is adequate provision of refuse and service areas.**

The owner/operator will provide an adequate refuse and service area.

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

The Special Land Use Permit shall be granted under the duration of the owner/operator.

**O. 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 proposed building shall be of 2500 sf and will not be impactful to the adjacent residential lot.

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

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

**Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permits.**

The proposed use submitted to Staff has met all the requirements within the supplemental regulation Sec 4.2.58 set forth by the zoning ordinance.

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



## PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-015

There will not be a negative shadow impact on any adjoining lot or building as a result of the height. The applicant shall follow the building standards of C-1.

- S. 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 is consistent with the needs of the neighborhood or the community as a whole.

### **STAFF RECOMMENDATION**

Based on the findings and conclusions, it appears the applicant does meet all the criteria for approval. Therefore, Staff recommends *Approval/Conditions of SLUP-22-015*.

### **Conditions attached by Planning Department:**

1. The Special Land Use Permit shall be valid as long as Boston Market is the operator.
2. Applicant shall install sidewalks along the frontage on Covington Highway and Evans Mill Road.

STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF STONECREST

ORDINANCE NO. \_\_\_\_ - \_\_\_\_\_

1 AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,  
2 GEORGIA TO APPROVE SPECIAL LAND USE PERMIT 22-015 ON PARCEL NUMBER  
3 16 137 15 009 OF DISTRICT ONE TO ALLOW THE OPERATION OF A DRIVE-THRU  
4 RESTAURANT AT 2708 EVANS MILL ROAD STONECREST, GEORGIA 30058; TO  
5 PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING  
6 ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO  
7 PROVIDE FOR OTHER LAWFUL PUPOSES.

8  
9 WHEREAS, the City of Stonecrest ("City") has advertised and held a public hearing on  
10 January 3, 2023 in front of the Planning Commission regarding SLUP 22-015, the request for  
11 special land use permit to operate a drive-thru restaurant with conditions at 2708 Evans Mill Road,  
12 Stonecrest, Georgia 30058; and

13  
14 WHEREAS, the City of Stonecrest has been vested with substantial powers, rights, and  
15 functions to generally regulate the use of real property for the purposes of maintain health, morals,  
16 safety, security, peace, and the general welfare of the City; and

17  
18 WHEREAS, the health, safety, and welfare of the citizens of the City will be positively  
19 impacted by the adoption of this Ordinance.

20  
21 BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL  
22  
23 OF THE CITY OF STONECREST, GEORGIA, as follows:  
24  
25  
26

27  
28       **Section 1.** SLUP 22-015, a request for special land use permit to operate a drive-thru  
29  
30 restaurant at 2708 Evans Mill Road, Stonecrest, Georgia 30058, satisfying Section 7.4.6 of  
31  
32 Division 4 of Article 7 and Section 4.2.23 of Division 4 of Article 7 in Chapter 27 of the City of  
33 Stonecrest Code of Ordinances, is **APPROVED WITH CONDITIONS** as follows:

- 34  
35       1. The Special Land Use Permit shall be valid as long as Boston Market is the operator.  
36       2. Applicant shall install sidewalks along the frontage on Covington Highway and Evans Mill  
37       Road.

38 The details of which are attached hereto as Exhibit "A" and is incorporated herein by reference.

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

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

48 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for  
49 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the  
50 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the  
51 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the  
52 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any  
53 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 \_\_\_\_\_, 2023.**

**[SIGNATURES TO FOLLOW]**

**CITY OF STONECREST, GEORGIA**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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**EXHBIT A**



## CITY COUNCIL AGENDA ITEM

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**SUBJECT:** Ethics Ordinance Amendment

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

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

---

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

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

---

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

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**SUBMITTED BY:** Alicia Thompson

**PRESENTER:** Mayor Jazzmin Cobble; Alicia Thompson

**PURPOSE:** Ethics Ordinance Amendment

**FACTS:** AN ORDINANCE TO AMEND ARTICLE X (“CODE OF ETHICS”) WITHIN CHAPTER 2 (“ADMINISTRATION”) OF THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA

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

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Ethics Ordinance Amendment
- (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 GEROGIA  
DEKALB COUNTY  
CITY OF STONECREST**

**ORDINANCE NO. \_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE TO AMEND ARTICLE X (“CODE OF ETHICS”) WITHIN CHAPTER 2 (“ADMINISTRATION”) OF THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA; TO PROVIDE FOR CONDIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

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

**WHEREAS**, the duly elected governing authority of the City of Stonecrest, Georgia is the Mayor and City Council thereof; and

**WHEREAS**, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that government decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

**WHEREAS**, such measures are necessary to provide the public with confidence in the integrity of its government; and

**WHEREAS**, it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

Serve others and not themselves;

Be independent, impartial and responsible;

Use resources with efficiency and economy;

Treat all people fairly;

Use the power of their position for the well being of their constituents; and

Create an environment of honesty, openness and integrity.

**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 Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending Article X (“Code of Ethics”) within Chapter 2 (“Administration”) by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

**Section 2.** That text added to current law appears in red, bold and underlined. Text removed from current law appears as red, and strikethrough.

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

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

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

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

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

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

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

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

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

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF STONECREST, GEORGIA**

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**Jazzmin Cobble, Mayor**

**ATTEST:**

---

**City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

## ***EXHIBIT A***

## **ARTICLE X. CODE OF ETHICS**

### **Sec. 2-375. Declaration of policy.**

- (a) It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted.
- (b) This code of ethics has the following purposes:
  - (1) To encourage high ethical standards in official conduct by city officials and employees;
  - (2) To establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the city;
  - (3) To require disclosure by such officials and employees of private financial or other interest in manners affecting the city; and
  - (4) To serve as a basis for disciplining those who refuse to abide by its terms.

### **Sec. 2-376. Scope of persons covered.**

The provisions of this code of ethics shall be applicable to the mayor, all members of the city council, all appointed members of boards, commissions, authorities, committees and other similar bodies, and all employees.

### **Sec. 2-377. Definitions.**

As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

*Censure* means the act of condemning as wrong. A censure shall be effectuated by entry in the minutes of a city council meeting.

*City official and/or official*, unless otherwise expressly defined, means the mayor, the members of the city council, candidates for the offices of the mayor and city council after legal notice of candidacy and qualification as such candidate, the municipal court judges (including substitute judges), the city manager, any assistant city managers, the city clerk, any deputy city clerks, whether such person is salaried, hired or elected, and all other persons holding positions designated by the city charter, as it may be amended from time to time. City officials, unless otherwise expressly defined, includes individuals appointed by the mayor, city council, or both, to all city boards, commissions, authorities and other similar bodies, unless such individuals or individual members of city boards, commissions, authorities and other similar bodies are specifically exempted from this article by law, this ordinance and/or the city council.

*Complainant* means a person or entity who submits to the city clerk an ethics complaint alleging a violation of this article.

*Decision* means any article, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations, of the council, board or commission which can or may lead to a vote or formal action by such body.

*Discretionary authority* means the power to exercise any judgment in a decision or action.

*Employee* means full-time or part-time employees of the City.

*Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

*Ethics complaint* means a written document alleging a violation of this article by a city official or employee. All ethics complaints filed with the city shall contain the following:

- (1) A brief statement specifically identifying the name and title of the city official or employee against whom the complaint is filed. An ethics complaint may not allege violations and/or seek action against more than one city official or employee;
- (2) A numbered list separately identifying each improper act which the city official or employee is alleged to have committed, including:
  - 1) The date of any such alleged offenses;
  - 2) The specific sections of this article that each act is alleged to be in violation of; and
  - 3) The factual basis for each alleged violation;
- (3) A sworn and notarized statement by the complainant attesting that all information in the complaint is true to the complainant's information and knowledge;
- (4) Email address, phone number and mailing address where the complainant may be contacted; and
- (5) The complainant's residential address within the city limits.

*Exempt city boards, commissions, authorities and similar bodies* shall mean all boards, commissions, authorities and similar bodies of the city other than the Board of Zoning Appeals, Design Review Board, Historic Preservation Board, Planning Commission, Construction Appeals Board, Alcohol Licensing and Appeals Board, Stonecrest Convention and Visitors Bureau and any authority created by either the Georgia General Assembly or by the City by resolution or ordinance pursuant to chapter 61 or chapter 62 of Title 36 of the Official Code of Georgia Annotated. The members of exempt city boards, commissions, authorities and similar bodies are exempt city officials or officials unless such member is either an elected official of the City or is also a member of another city board, commission, authority or similar body not specifically exempted by this ordinance or by law.

*Immediate family* means the legal and/or biological parent, sibling, child, spouse, or any corresponding in-law of any city official or employee.

*Interest:*

- (1) Incidental interest means an interest in a person, entity or property which is not a substantial interest.
- (2) Remote interest means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a councilmember in the property tax rate, general city fees, city utility charges, or a comprehensive zoning article or similar decisions is incidental to the extent that the councilmember would be affected in common with the general public.
- (3) Substantial interest means a known interest, either directly or through a member of the Immediate Family, in another person or entity:
  - a. The interest is ownership of five percent or more of the voting stock, shares or equity of an entity or ownership of \$5,000.00 or more of the equity or market value of the entity;
  - b. Funds received by the person from the other person or entity either during the previous 12 months equaled or exceeded \$5,000.00 in salary, bonuses, commissions or professional fees, or ten percent of the recipient's gross income during that period, whichever is less;

- c. The person serves as a corporate officer or member of the board of directors or other governing board of the for-profit entity other than a corporate entity owned or created by the city council; or
  - d. The person is a creditor, debtor or guarantor of the other person or entity in an amount of \$5,000.00 or more.
- (4) Substantial interest in real property means an equitable or legal ownership interest in real property with a fair market value of \$5,000.00 or more.

*Reprimand* means an official reproof, reprehension, or rebuke of a wrong. A reprimand shall be effectuated by resolution of the mayor and council.

*Respondent* means a city official or employee charged with a violation of this article.

## **Sec. 2-378. Standards of conduct.**

- (a) No city official or employee shall use such position to secure special privileges or exemptions for such person or others, or to secure confidential information for any purpose other than official responsibilities.
- (b) No city official or employee, in any matter before the body in which he has a substantial interest, shall fail to disclose for the common good for the record such interest prior to any discussion or vote.
- (c) No city official or employee shall act as an agent or attorney for another in any matter before the city council or any city body.
- (d) No city official or employee shall directly or indirectly receive or agree to receive any compensation, gift, reward or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- (e) No city official or employee shall enter into any contract with the city except as specifically authorized by state statutes. Any city official or employee who has a proprietary interest in an agency doing business with the city shall make known that interest in writing to the city council and the city clerk.
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with Georgia law.
- (h) No city official or employee shall solicit or accept other employment to be performed or compensation to be received while still a city official or employee if the employment or compensation could reasonably be expected to impair in judgment or performance of that official's or employee's city duties.
- (i) If a city official or employee accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official or employee might reasonably be expected to act, investigate, advise, or make a recommendation, the official or employee shall disclose the fact to the body on which he serves, or to his supervisor, and shall take no further action or matters regarding the potential future employer.
- (j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- (k) No city official or employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at-large.
- (l) No city official or employee shall directly or indirectly solicit from a person or entity a gift, loan, favor, promise, or thing of value for himself or another person or entity if the city official or employee is, at the time of such solicitation, involved in any official act or action which would result in a benefit to the person or entity from whom the gift, loan, favor, promise or thing of value is solicited. However, the above prohibition shall not apply in the case of:

- (1) Occasional unsolicited non-monetary gifts and/or trinkets with a value of less than \$100.00, such as a calendar, memento, pen, and/or admission to or consumption of food and/or beverages at a function, social setting or event;
- (2) An award publicly presented in recognition of public service;
- (3) Any transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
- (4) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;
- (5) Campaign contributions made and reported in accordance with Georgia laws;
- (6) Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value shall not include" as now or hereafter amended; or
- (7) Food, beverage or expenses afforded city officials or employees, members of their families, or others that are associated with normal and customary business or social functions or activities.

### **Sec. 2-379. Prohibition of conflict of interest.**

A city official or employee may not participate in a vote or decision on a matter affecting a person in whom the official or employee has a Substantial Interest or a matter affecting any property in which the official has a Substantial Interest in real property; in addition, a city official or employee who serves as a corporate officer or member of a board of directors of a nonprofit entity may not participate in a vote or decision regarding funding of the entity by or through the city. Where the interest of a city official or employee in the subject matter or a vote or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest.

### **Sec. 2-380. Conflict of interest exemptions.**

The provisions of this article shall not be construed to require the filing of any information relating to any person's connection with, or interest in, any professional society or any charitable, religious, social, fraternal, educational, recreational, public service, civil or political organization not conducted as a business enterprise or governmental agency, and which is not engaged in the ownership or conduct of a business enterprise or governmental agency.

### **Sec. 2-381. Reserved.**

### **Sec. 2-382. Penalty.**

- (a) Any respondent found to have violated the provisions of this article shall be subject to:
  - (1) Public reprimand and/or censure by the mayor and council;
  - (2) A fine greater than \$100.00 but less than \$500.00; and
  - (3) Request for resignation by the mayor and council.

### **Sec. 2-383. Filing of complaints.**

- (a) ~~Only residents of the city may file a complaint under this article. A complaint filed by a nonresident shall not be acted upon.~~ Any person may initiate a complaint of a violation of this ethics ordinance by submitting to the city clerk a written, verified and sworn complaint under penalty of perjury.

- (b) All ethics complaints shall be filed with the city clerk. The city clerk, or his designee, shall email a copy of any such complaint to ~~the city council~~, the city manager and the respondents named in the complaint within five calendar days of such filing.
- (c) To discourage the filing of complaints under this article solely for political purposes, complaints brought under this article against a municipal election candidate filed 60 calendar days prior to the opening date of qualifying for municipal office through the date of certification of the election results will not be acted upon until the election results for that office have been certified. Deadlines under this article shall be tolled during such period. Action shall thereafter only be taken upon the ethics complaint if the candidate against whom the complaint is filed is elected to that term of office.

#### **Sec. 2-384. Service of documents by respondent and complainant.**

- (a) Within three (3) calendar days of the filing of an ethics complaint with the city clerk, the complainant shall serve ~~by mail the individual members of the city council, the city manager and the respondent named in the complaint with a copy of the complaint at their official city addresses.~~ **by personal service, certified mail return receipt requested or statutory overnight delivery the respondent with a copy of the ethics complaint.**
- (b) The respondent may file a response to the ethics complaint with the city clerk, but is not required to do so.
- (c) The complainant and the respondent shall serve each other, the city manager ~~and the individual members of the city council~~ **and the appointed hearing officer (once the hearing officer is appointed)**, with copies of all documents filed by them with the city clerk relating to the ethics complaint, by certified mail, return receipt requested or statutory overnight delivery, within three calendar days of the date that any such document is filed.
- (d) The complainant and the respondent shall file with the city clerk proof of mailing of all mailings required under this article within three business days of such document being mailed. Such proof of service shall contain a copied and/or printed form provided by the postal facility which evidences the recipient, tracking number and date of such mailing. The city clerk shall verify that the correct address was indicated on the envelope.

#### **Sec. 2-385. Action upon complaints.**

~~The mayor and council shall hear and render decisions on all ethics complaints filed with the city. A quorum for the purposes of taking action upon an ethics complaint is the mayor and two councilmembers. If the mayor is a respondent to the ethics complaint, three councilmembers shall constitute a quorum. If less than three councilmembers are available to constitute a quorum, due to the provisions in section 2-388 and/or 2-389 of this article, a mediator, certified by the Georgia Commission on Dispute Resolution, at the mayor and council's discretion, shall be substituted for the mayor and/or any councilmembers for the purposes of acquiring a three person quorum. Ethics complaints shall be reviewed as follows:~~

~~(a) Preliminary review of ethics complaints.~~

- ~~(1) The city clerk shall schedule a meeting to occur within 60 calendar days of an ethics complaint's filing for the mayor and council to vote upon whether the complaint will be dismissed or proceed to an evidentiary hearing, and shall mail notice of such meeting to the complainant and the respondent at least 30 days prior to such meeting.~~
- ~~(2) The mayor and council may dismiss any ethics complaints that they determine is unjustified, frivolous or patently unfounded; substantially noncompliant with the requirements of this article; or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The city clerk shall mail to the complainant and respondent the outcome of the preliminary review within five calendar days of such meeting.~~

- ~~(3) If the mayor and council determine that the ethics complaint should proceed to an evidentiary hearing, the city clerk shall schedule such hearing to occur within 30 calendar days of the mayor and council's vote at the preliminary review.~~
- ~~(b) Evidentiary hearing on ethics complaints:~~
- ~~(1) Should an ethics complaint proceed to an evidentiary hearing, the complainant and the respondent shall have the right to be represented by counsel; to hear, present and examine the evidence and witnesses; and to oppose or try to mitigate the allegations. The mayor and council may establish time limits, and other protocol, for the presentation of evidence and argument.~~
- ~~(2) The mayor and council shall render a final decision on the ethics complaint at an open meeting within 30 calendar days of the conclusion of the hearing.~~
- ~~(3) The city clerk shall mail to the complainant and the respondent the mayor and council's final decision on the ethics complaint within five calendar days of such decision.~~
- ~~(c) The mayor and council may vote to continue and/or postpone a scheduled meeting and/or hearing on an ethics complaint to a later selected date, as necessary. The grounds and date for the reset shall be stated in the official minutes for such meeting. The city clerk shall email to the complainant and the respondent notice of the reset meeting date within five calendar days of such vote.~~

All ethics complaints shall be heard before a hearing officer who: (i) shall be a competent attorney at law of good standing with the State of Georgia Bar, (ii) shall have at least five (5) years' experience in the practice of law, and (iii) shall not reside or maintain an office within the City of Stonecrest. The hearing officer shall have power to issue subpoenas for witnesses that may be enforced, if necessary, by order of the Chief Judge of the Stonecrest Municipal Court. The city clerk may maintain a listing of qualified attorneys to serve as a hearing officer pursuant to this section. The burden of proof for all ethics complaints shall be on the complaining party and the standard of proof shall be beyond a reasonable doubt. Ethics complaints shall be reviewed as follows:

(a) Preliminary review of ethics complaints:

- (1) Upon being appointed and being served with all pertinent documents, and upon expiration of the fifteen-day period for the respondent to file an answer, the hearing officer shall review the complaint and response, if any, to determine: (i) whether the complaint is in conformity with the requirements of sections 2-377 and 2-383 herein, (ii) whether upon consideration of the complaint and response, the complaint is unjustified, frivolous, patently unfounded, or (iii) whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.
- (2) If the complaint fails based upon the requirements of subsection (1) above, the complaint shall be dismissed stating the basis for said dismissal. A dismissal of such complaint preliminarily herein shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(b) Evidentiary hearing on ethics complaints:

- (1) Upon a determination that the complaint should not be dismissed pursuant to subsection (1) above, the hearing officer shall be empowered to collect evidence and information concerning such complaint and to add the findings and results of the investigation to the file containing such complaint. In furtherance of this investigation, the hearing officer may:
- (i) Seek such further information from the complainant or the respondent through inquiry or written questions, provided, however, the respondent shall have no obligation to answer any inquiries, or
- (ii) Conduct a hearing regarding the allegations set forth in the complaint. Respondent shall have the right to representation by counsel at all stages of these proceedings, to written notice of the hearing at least ten (10) calendar days before the first hearing, to hear and examine the evidence and

witnesses, to not testify, and to submit evidence and call or subpoena witnesses to oppose or mitigate the allegations. In all hearings held under this section, the procedures and rules of evidence applicable in civil cases shall guide, but not strictly apply.

(2) All investigations under this section shall be completed within forty-five (45) days of the hearing officer receiving the complaint and any response. Should the investigation not be completed in the said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the city council, unless an extension is requested by complainant and granted by the hearing officer. Only one such extension may be granted for an additional thirty (30) days. Within seven (7) days of the completion of the investigation, the hearing officer shall:

(i) Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council; or

(ii) Prepare a report of findings and recommendations to the mayor and city council.

(iii) Should the hearing officer determine to submit a report in the matter, the report shall consist of: a written finding of facts, a determination whether the complaint establishes beyond a reasonable doubt that a violation has been committed, and, if so, the specific violation and evidence supporting the same, and a recommendation regarding the punishment for such violation.

(iv) The hearing officer's written determination of findings and recommendations shall be delivered to the city clerk, who shall provide a copy to the city manager and the mayor and council and serve a copy on the complainant and respondent by personal service, certified mail return receipt requested, or by statutory overnight delivery. Such findings shall not be final until approved by vote of the city council.

(c) Mayor and city council.

(1) Upon receipt of findings and recommendations from the hearing officer, the mayor and council may:

(i) By simple majority accept the findings of the hearing officer.

(ii) By simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline which shall be limited to the remedies stated herein.

(iii) By a supermajority, consisting of the majority of those present forming a quorum plus one, reject the findings and recommendations and conduct its own hearing in conjunction with the same hearing procedures dictated above. Upon the completion of such a hearing, the findings and recommendations of the mayor and city council shall be binding.

(iv) If no majority or supermajority can be obtained as provided herein, the findings and recommendations shall be deemed rejected and the complaint dismissed. Such dismissal shall be one on the merits.

(2) If the subject of the complaint is the mayor or any councilmember, he or she shall recuse themselves from participation in any hearing or vote held pursuant to this subsection (c), with the exception of the right to attend such hearing as member of the general public, nor shall such mayor or councilmember be counted for the purpose of establishing a quorum.

(3) Upon final judgment and certification of the minutes of the meeting disposing of this matter, the city clerk shall serve the respondent with the copy of the certified minutes and findings and recommendations by personal service, certified mail return receipt requested or statutory overnight service.

## **Sec. 2-386. Charge of noncompliance.**

- (a) After the filing of an ethics complaint, but at least five days prior to the preliminary hearing, or evidentiary hearing if one is set, the respondent and/or complainant may file a charge of noncompliance with the city

clerk, alleging that the complainant, respondent and/or any city employee/official has failed to meet a required deadline under this article. This section is strictly limited to grievances with respect to procedural deadlines set forth under this article, and may not be used to seek review of alleged ethics violations. Additionally, a separate charge must be filed against each city employee and/or official who is alleged to have violated a procedural deadline set forth under this article. The charge must identify the filer of the charge, the person against whom the charge is made, and the alleged missed deadline.

- (b) The city clerk, or his designee, shall email a copy of such charge to the ~~mayor and council~~ **hearing officer**, city manager, respondent, complainant and the employee and/or official against whom the charge is made, within five calendar days of such filing. The city clerk shall not be required to email a copy of the charge to the respondent and/or complainant who filed the charge. The city manager shall cause for corrective action to be taken for any missed deadline under this article by a city employee.
- (c) The filer of the charge may also raise the charge of noncompliance as a threshold issue at the next scheduled public meeting on the ethics complaint. The ~~mayor and council~~ **hearing officer** shall thereafter ~~vote to~~ determine whether the alleged deadline was missed. The ~~mayor and council's~~ **hearing officer's** finding of a material failure by the complainant to comply with this article at any time may result in the ethics complaint's dismissal. The ~~council's~~ **hearing officer's** finding of a missed deadline by a city employee and/or official, without a finding of contributing negligence by the filer of the charge, shall give the filer of the charge the option to have the proceeding continued to the next available council meeting in lieu of being heard further that day.

#### **Sec. 2-387. Bar against subsequent complaints.**

- (a) The dismissal of an ethics complaint by the ~~mayor and council~~ **hearing officer** on procedural grounds shall bar the complainant from filing any subsequent complaint against the same respondent for a period of three months from the date of such dismissal.
- (b) Should the ~~mayor and council~~ **hearing officer** deny an ethics complaint on jurisdictional grounds, and/or determine that the evidence does not establish that the respondent has committed a violation of any provision of this article, the complainant shall be barred from filing any subsequent ethics complaint against the respondent arising from the same facts and circumstances as the adjudicated complaint.

#### **Sec. 2-388. Participation by accused members.**

- (a) If the mayor or city councilmember is charged with a violation of this article, he shall not:
  - (1) Participate in, preside over, remain in his place on the dais, or have any other direct or indirect involvement with the consideration or deliberation by the mayor and council of the ethics complaint; or
  - (2) Substantively discuss the pending ethics complaint, including any of the facts, circumstances, or allegations supporting it with the mayor, any other councilmember, or any official or employee of the city, except at the meetings and/or hearings on the complaint. This provision shall not prevent the mayor or any city councilmember from communicating with city employees and officials with respect to facilitating and receiving required filings and notices under this article.

#### **Sec. 2-389. Participation by complaining official.**

If the mayor or any city councilmember files, initiates, and/or encourages the filing of an ethics complaint against a respondent, he shall not actively preside over the consideration of the complaint before the city council.

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**Sec. 2-390. Statute of limitations.**

- (a) No ethics complaint shall be permitted under this article unless such complaint is filed within six months of the commission of the act complained of; provided, however, the limitation shall be tolled during the period that the alleged offense is unknown to the complainant. Under no circumstances, however, shall any period be tolled where the complainant knew and/or should have known about the alleged violation and/or where the facts surrounding the offense were published by a news outlet, discussed at a public meeting and/or otherwise known to the general public.
- (b) No proceeding under this article shall be instituted and/or prosecuted after the expiration of the respondent's term of office during which the offense is alleged, if not re-elected immediately following such term, and/or after the resignation, death, vacancy, disqualification and/or withdrawal of the respondent from office.

**Sec. 2-391. Right to appeal.**

An appeal of any adverse decision of the mayor and council rendered under this article shall be commenced by filing a petition for a writ of certiorari in the Superior Court of DeKalb County as provided by law.

**Secs. 2-392—2-410. Reserved.**



## CITY COUNCIL AGENDA ITEM

**SUBJECT: TMOD-22-012 Animal Exhibition**

**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):** 01/23/23 & Click or tap to enter a date.

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Ray White, Planning Director

**PRESENTER:** Ray White

**PURPOSE:** The following document includes recommended zoning language for regulation of a land use in the City of Stonecrest, which can result in the operation of an “Animal Exhibition” as defined by the USDA “Animal Welfare Act and Animal Welfare Regulations”.

**FACTS:** The staff created a text amendment to require land use compliance and to establish future regulations for like and similar establishments.

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

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

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



## CITY COUNCIL AGENDA ITEM

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

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



## PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

Planning Commission November 8th, 2022 / Mayor and City Council Meeting February 27, 2023

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### GENERAL INFORMATION

<b>Petition Number:</b>	TMOD- 22-012
<b>Applicant:</b>	Planning & Zoning Dep
<b>Project Location:</b>	C-1 and C-2 Zoning Districts
<b>Proposed Development/Request:</b>	The purpose is to create a conditional use for outdoor and indoor exhibition as defined by USDA to operate as an animal exhibition
<b>Staff Recommendations:</b>	<b>Deferral</b>
<b>Planning Commission:</b>	<b>Approval on November 8, 2022</b>
<b>City Council:</b>	N/A

### Stonecrest Zoning – Indoor Animal Exhibition

The following document includes recommended zoning language developed by the City of Stonecrest to review applications from applicants that desire to operate an “Animal Exhibition” as defined by the USDA “Animal Welfare Act and Animal Welfare Regulations”.

Recommended Use: **Indoor Animal Exhibition**

Recommended Definition: An **Indoor Animal Exhibition** shall be any person, company or organization displaying any animals in an enclosed structure or building, to the public, for compensation, whether operating for profit or not. This use includes, but is not limited to indoor zoos, petting zoos, educational centers, carnivals, circuses and animal sanctuaries. This use shall not include retail pet stores, owners of domesticated household pets for personal enjoyment, county fairs, livestock shows, purebred dog or cat shows, or other similar events.

**Outdoor Animal Exhibition** means any sanctioned agricultural fair where animals are displayed on the exhibition grounds for physical contact with humans. It involves animal gathering organized for the purpose of comparing and judging the qualities of animals or presenting them for educational purposes and the main



## PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

purpose of which is not to market “for sale”, but for exhibition; facilities shall include zoos, wildlife or fauna parks, aquariums and museums with live exhibits.

Recommended Zoning District: **C-1 and C-2** are the recommended districts as this is the current location where the applicant, Animal Exhibition, has been operating as an aquarium and desires to add additional animals other than aquarium-based wildlife.

Recommended Zoning Classification – **Conditional Use**. A special land use permit will allow the city to prescribe use standards to ensure appropriate operation and location and that it does not negatively impact surrounding businesses and residents.

Recommended Supplemental Regulations:

As it relates to **Indoor Animal Exhibitions**, such use shall:

1. Be conducted wholly within an enclosed building or structure.
2. Not produce noise, liquids or odors that affects surrounding businesses or property owners.
3. Be properly insured and provide proof of that insurance to the City.
4. Provide written permission from the owner or property manager of the building being occupied to the City.
5. Display a copy of all required valid licenses and permits in a prominent place on premises.
6. Be licensed and comply with all rules and regulations for a “Licensed Class C – Exhibitor” under the Animal Welfare Act (7 U.S.C. 2131 et seq.) and as regulated by the United States Department of Agriculture (USDA) regulations established in the most recent issue of “USDA Animal Care – Animal Welfare Act and Animal Welfare Regulations” (aka the USDA Blue Book). [https://www.aphis.usda.gov/animal\\_welfare/downloads/bluebook-ac-awa.pdf](https://www.aphis.usda.gov/animal_welfare/downloads/bluebook-ac-awa.pdf)).

This license shall be renewed prior to expiration and a copy provided to the City. Upon expiration or non-renewal of the license, the use shall immediately cease operations until a copy of a valid license is provided to the City.

7. The outdoor exhibition shall not exceed 5 hours of display.



## PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

9. Comply with the Georgia The Department of Agriculture Animal Health Division regulations as established in the [Rules and Regulations of the State of GA Chapter 40-13](#).
10. Comply with applicable standards of the Georgia Department of Natural Resources (DNR) for the regulation of non-native species as per the regulated wild animals/exotics types (<https://gadnrle.org/exotics>), and restricted non-native species found in O.C.G.A. §27-5-4.
11. Comply with applicable regulations and standards for regulated native species as per the Georgia DNR's laws related to native wildlife (<https://gadnrle.org/laws-native-wildlife>). The Georgia DNR shall be notified prior to adding additional regulated species prior to acquisition. Proof of notification and approval may be required at any time by the City of Stonecrest to ensure compatibility.
12. Comply with the Georgia Department of Agriculture (GDA) regulations for general requirements for animal health and disease prevention, including following all requirements for importing animals from out of state, for intrastate transportation, vaccination and quarantine requirements, as applicable, as per the Rules and Regulations of the State of Georgia Chapter 40-13 (<http://rules.sos.state.ga.us/GAC/40-13>).
13. Comply with the Georgia Department of Public Health regulations pertaining to reporting rabies exposure.
14. Comply with DeKalb County requirements for "hazardous animals" as per DeKalb County Code of Ordinances, Chapter 5 – Animals ([https://library.municode.com/ga/dekalb\\_county/codes/code\\_of\\_ordinances?nodeId=CODECO\\_CH5AN](https://library.municode.com/ga/dekalb_county/codes/code_of_ordinances?nodeId=CODECO_CH5AN))



## CITY COUNCIL AGENDA ITEM

**SUBJECT: SDP22-0000015 – The Enclave at Arabia Mountain**

**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: The Enclave at Arabia Mountain

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

**Previously Heard Date(s):** 12/27/22 & Click or tap here to enter text.

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Ray White, Director of Planning & Zoning

**PRESENTER:** Ray White

**PURPOSE:** The applicant is seeking to subdivide property at 6301 Browns Mill Rd into 18 lots.

**FACTS:** The subject property is currently zoned R-100 (Single-family Residential Medium lot) and is located in the Arabia Mountain Overlay. The applicant is proposing to construct 18 single-family residential dwellings to create The Enclave at Arabia Mountain.

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

**RECOMMENDED ACTION:** Deferral

**ATTACHMENTS:**

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Preliminary Plat
- (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.



**Mayor and City Council**  
**Mayor and City Council Meeting February 27, 2023**

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**Staff Analysis of Preliminary Plat**

<b>Petition Number:</b>	SPD22-000015
<b>Applicant:</b>	Steve McIntosh
<b>Owner:</b>	Wayne Morehead
<b>Project Location:</b>	6301 Browns Mill Road
<b>Parcels:</b>	16-081-02-004
<b>Council District:</b>	Council District 5
<b>Acreage:</b>	6.07 +/- acres
<b>Existing Zoning:</b>	R-100
<b>Proposed Zoning:</b>	R-100
<b>Comprehensive Plan Community: Area Designation</b>	Suburban
<b>Proposed Development/Request:</b>	The applicant is requesting an approval of the Preliminary Plat for The Enclave at Arabia Mountain
<b>Staff Recommendations:</b>	<i>Deferral</i>
<b>Planning Commission</b>	N/A



## Mayor and City Council

### Zoning Map



### Proposed Zoning: R-100 (Residential Medium Lot)



**Subject Property**

### Aerial Map

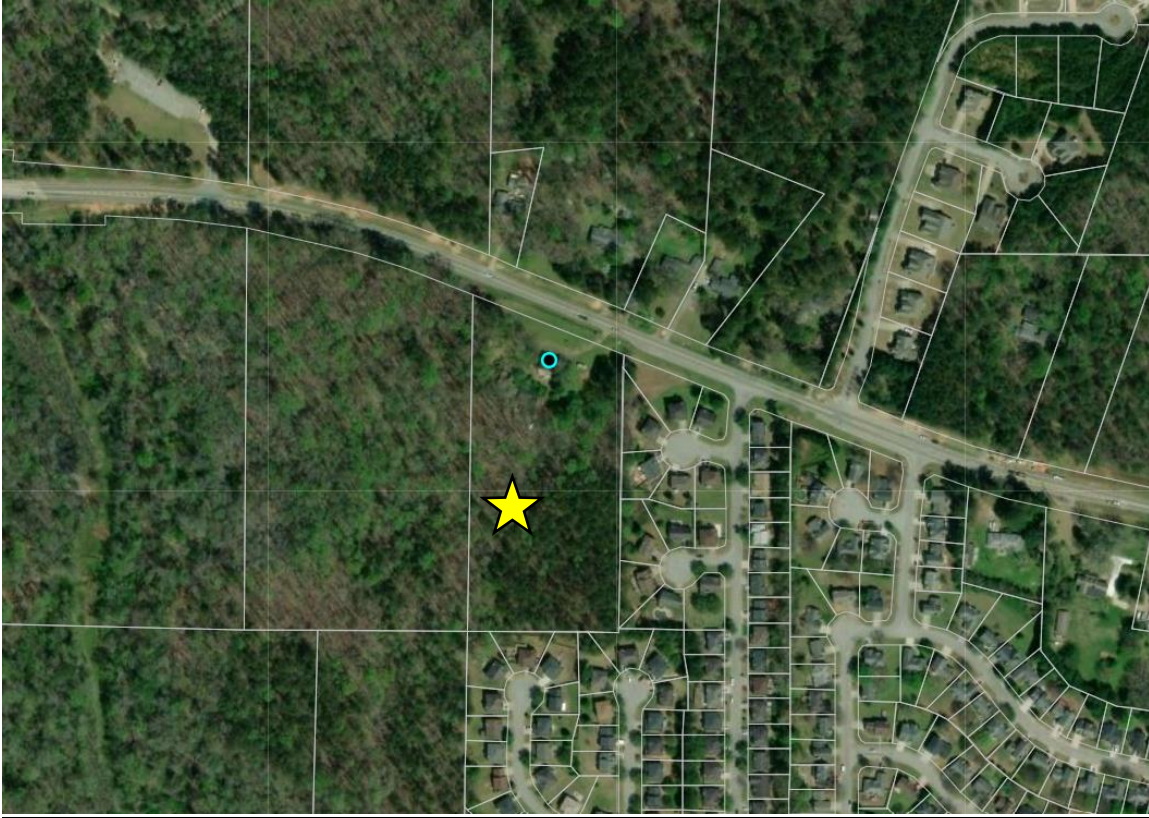
SPD22-000015

City Council, February 27, 2023

RW

2

## Mayor and City Council



### Location

The subject property is located at 6301 Browns Mill Road (Parcel ID: 16-081-02-004). The Subject Property consists of a ±6.07 -acres in Land Lots 081, of the 16th District, of City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is surrounded by single family residential development with the R- 100 zoning category on the east and south. To the west is greenfield owned by the City of Stonecrest, and north is Browns Mill Road.



**Subject Property**

SDP22-000015

### Background:

The preliminary plat review started under the previous administration at the City of Stonecrest. The applicant contacted current staff for a plat approval and was then informed by staff that the plat will need to be approved by Mayor & Council before a Land Disturbance Permit can be obtained.

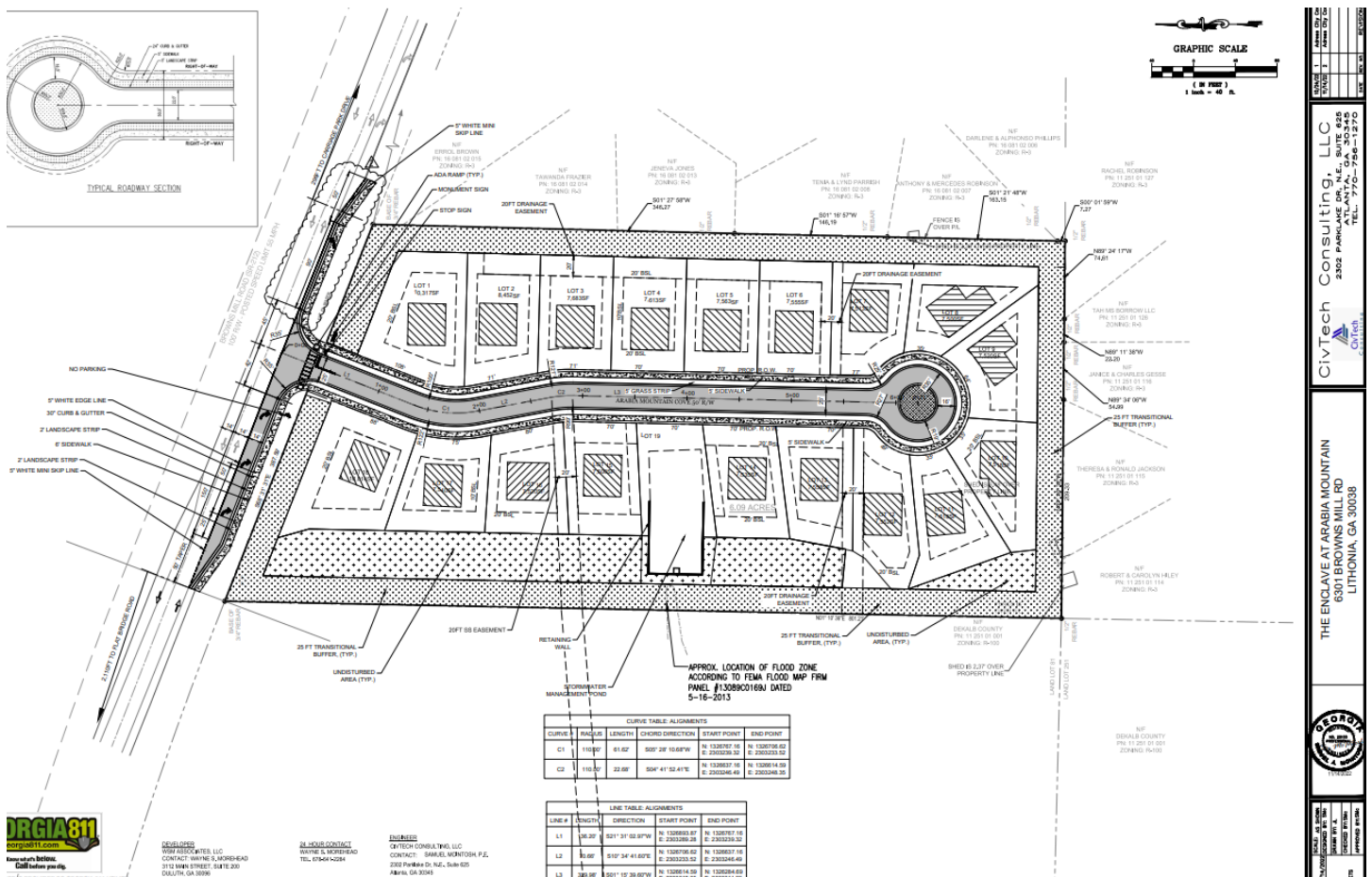


Mayor and City Council

Details of the Preliminary Plat:

The applicant proposes to construct an 18 lot subdivision in District 5. The subject lots will range from 7,500 sf to 10,317 sf in area. The disturbed acreage will be 3.20, 1.83 acres will be undisturbed greenspace, The applicant will follow the Arabia Mountain development standards.

The subject property is predominantly surrounded by single family residential with the R-100 zoning category. 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.





## Mayor and City Council

### **STANDARDS OF PRELIMINARY PLAT REVIEW:**

*Section 14-88 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.*

*The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:*

*(1)*

*Be submitted with the plan set for a Land Disturbance Permit;*

*(2)*

*Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;*

*(3)*

*Be accompanied by an application fee in the amount set by the mayor and city council;*

*(4)*

*Be accompanied by a tree survey;*

*(5)*

*Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;*

*(6)*

*Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;*

*(7)*

*Be accompanied with a consent affidavit from the property owner;*



## Mayor and City Council

(8)

*Be accompanied by a small map of the City of Stonecrest depicting the subdivision location within the City;*

(9)

*Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;*

(10)

*Include the names of adjoining property owners and the zoning classifications of adjacent properties;*

(11)

*Include the name, address and phone of developer and engineer;*

(12)

*Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;*

(13)

*The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and*

(14)

*Payment of the appropriate development review application fee.*

*(Ord. No. 2018-06-03, § 14-88, 6-3-2018)*

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*



## Mayor and City Council

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) and RSM (Residential Small Lot)	Single-Family
Adjacent: West	R-100 (Med Residential)	Single-family Residential

### **STAFF RECOMMENDATION**

The applicant has met most of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; However, after more detailed review of the Arabia Mountain Conservation Overlay District development standards, staff recommends **Deferral** of SDP22-000015 to the next regularly scheduled public hearing for decision.

6301 BROWNS MILL RD  
STONECREST, GA 30058  
DeKalb County, Georgia  
Parcel ID: 16 081 02 004

Revision 2: November 14, 2022

GDOT FILE #: A-089-007764-7

A map of the study area showing the location of the study site relative to various landmarks. The map includes labels for 'Water Works' at the top left, 'Durhamton' in the upper left, 'Bramblewood' in the upper center, 'Pine Hill' at the top right, 'Stonewall' in the center, 'Parole' in the lower left, 'Horton Lake' at the bottom left, and 'Klondike' in the lower right. A specific 'SITE' is marked with a small square and labeled 'B SITE'. An arrow points to a 'PALE REDUCED CHINA' feature in the lower right quadrant. The map also shows several roads and geographical features like 'Horton Lake' and 'Stonewall'.

[illegible]

**GEORGIA811**  
www.Georgia811.com

**DGSWCC** *Donor's and Member's Contribution Statement*

*Member's Name*  
\_\_\_\_\_  
*Local Board District Representative*

**COMMITMENT NUMBER** 0000724910

**ISSUED** 11/26/2011 **EXP** 11/26/2012

This plat has been submitted to and accepted by the Planning & Zoning Department for the City of Stone Mountain, 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 district.

\_\_\_\_\_  
Director, Department of Planning & Zoning

\_\_\_\_\_  
City

[illegible]

STATION

A PARTY UNDER SURVEILLANCE IN SAN JUAN FOR PAST TWO MONTHS AFTER A CITE WAS SO IN  
RECORDED REQUESTED RECORD BY BUREAU OF AN ARRESTED AGENT, GIVEN MY OFFICE  
INVESTIGATION

Sam McFadden 1040000

DEVELOPABLE ACRES (5.00 x 102)	2.69 AC
MAX. NO. OF LOTS (28 UNITS/AC)	29 LOTS
NO. OF LOTS	16
GREEN SPACE	
REQUIRED (50% x 5.00)	1.25 AC
PROVIDED	
25% BUFFER	1.25 AC
UNDEVELOPED GREENSPACE	5.00 AC
TOTAL PROVIDED	4.00 AC

DRAFT ENVIRONMENTAL IMPACT STATEMENT, MOUNTAIN COUNTRY, DISTRICT 2	
<b>DESCRIPTION</b>	<b>RECOMMENDATION</b>
MAXIMUM DENSITY:	1 UNIT/AC (of developable land)
UNDEVELOPED PUBLIC LANDS INCLUDE:	
STYACAC & BUTTERFLY	
WETLANDS	
GLACIOUS STEEPER THAN 1:2	
FLOODPLAIN AND	
RIGHT-OF-WAY	
LOT AREA:	7,500 SF (10,000 SF ON PERCH-DEPT)
LOT WIDTH:	10 FT (30 FT AT GULL-DEAD)
LOT COVERAGE:	20%
MINIMUM DISTANCE:	20 FT
ROAD (STAKE):	10 FT
WATER (STAKE):	20 FT (NOT SPECIFIED, USE FRONT SETBACKS)
GREEN SPACE:	20% OF TOTAL LAND AREA
	60% OF THE GREEN SPACE IN A CONTIGUOUS TRAIL
GREEN SPACE INCLUDES:	
	1. NATURAL UNDEVELOPED AREA
	2. PASSIVE RECREATIONAL AREA
	3. TRAILS AND GREEN BELT
	4. DRIVWAYS AND PATHS
	5. MATURE WOODED AREAS
CUL-DE-SAC END, REDUCED:	
MAXIMUM INTERNAL RADIUS:	20 FT
MINOR CIRCLE TURN-AROUND:	CHANGED
PAVED LAKE WIDTH:	15 FT
WATER REQUIREMENT INFO:	
OUTDOOR GROUND: INCLUDED IN REQUIRED GREEN SPACE	
WATER USED AS PART OF PLANTED LOTS	
LOTS LESS THAN 10,000 SF:	25%
MAXIMUM CLEARING & GRADING	
	50% OF NET AREA

DEVELOPER  
WGA ASSOCIATES, LLC  
CONTACT: WAYNE S. MOREHEAD  
3112 MAIN STREET, SUITE 200  
DULUTH, GA 30090  
TEL: (770) 841-2284

**PROJECT:**  
CMTCH CONSULTING, LLC  
CONTACT: CAROL MONTGOMERY  
2000 Parkway Dr., N.E., Suite 600  
Atlanta, GA 30346  
TEL: 770-765-4100  
E-MAIL: carol@cmtychconsulting.com

ICANN NTL

DEVELOPMENT STANDARDS (CITY OF STONE CREEK)

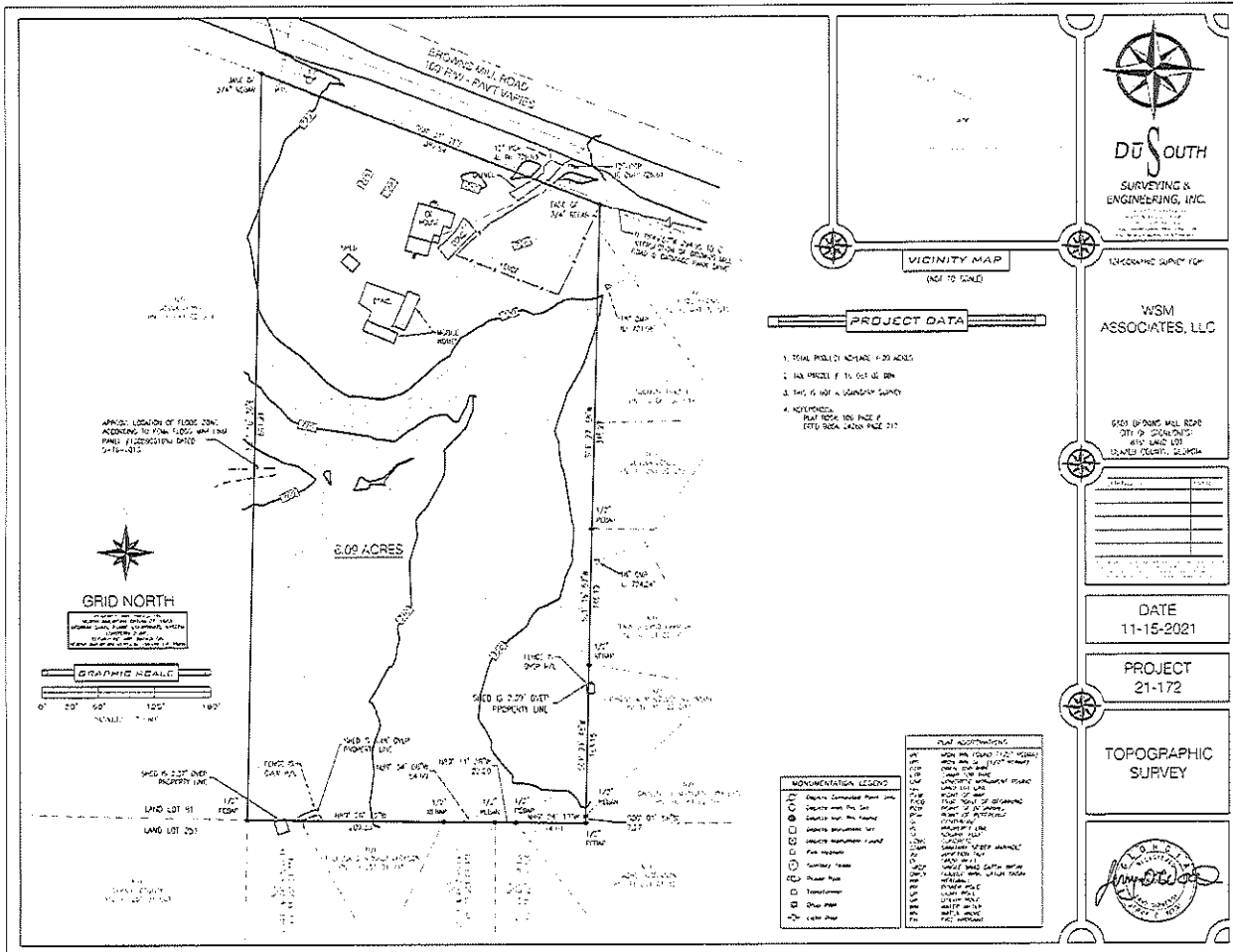
DEGRADATION	REQUIREMENT
MINIMUM STREET CENTERLINE OFFSET	150 FT
INTERSECTION ANGLE	90 DEGREE OR LESS THAN 75 DEGREE
MINIMUM WIDTH OF WAY WIDTH	STREET LOCAL STREET
MINIMUM LENGTH OF SIDE-DRIVE STREET	1,500 FT
MINIMUM FLOW, RADIAL AT COLLECTOR	300 FT
MAXIMUM STREET GRADE	12%
MINIMUM STREET GRADE	1%
MAXIMUM LENGTH OF 1% GRADE	300 FT
MINIMUM HORIZONTAL RADIUS	200 FT TO 400 FT (DEPEND DEPEND)
MINIMUM DIST. TO GRADE	250 FT
DEGRADATION LINE - TANGENT	150 FT (45 MPH)
DEGRADATION LINE - GRADATION LENGTH	150 FT (45 MPH)
MINIMUM DRAINAGE VELOCITY	5 FT
MINIMUM LANDSCAPE STOP WIDTH	50 FT
ROADWAY PAVEMENT SECTION	
C&G	11" (10 MPH)
UNDER	11" (10 MPH)
TOPPING	11" (10 MPH)

C-100	CONCRETE & REINFT
C-101	2" MIN. HATCHES AT JOINTS & EDG
C-102	CONCRETE JOINTS TO BE REINFORCED
C-103	BLINDING PLAN
C-104	RE PLAN
C-105	STC COVERAGE PLAN
C-106	HIGHLY DISTANCE PLAN
C-107	STC COVERAGE PLAN
C-108	EXPANDED DISTANCE PLAN
C-109	CONCRETE MANHOLE PLAN
C-110	STC COVERAGE PLAN
C-111	WALL PLANT PLAN
C-112	CONCRETE PIPE PLAN & PROFILE
C-113	CONCRETE PIPE PLAN & PROFILE
C-114	OUTFALL CULVERT PLAN & PROFILE
C-115	ROADWAY PLAN & PROFILE
C-116	CHOISON CONTROL PLAN - PHASE 1
C-117	CHOISON CONTROL PLAN - PHASE 2
C-118	CHOISON CONTROL PLAN - PHASE 3
C-119	CONSTRUCTION DETAILS
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C-200	CONSTRUCTION DETAILS

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THE ENCLAVE AT ARABIA MOUNTAIN  
6301 BROWNS MILL RD  
LITHONIA, GA 30038

**C-100** ISSUED FOR PRELIMINARY PLAT



**ENGINEER'S NOTE:**  
THIS SURVEY WAS PREPARED BY DUSOUTH SURVEYING & ENGINEERING, INC. CIVITECH CONSULTING, LLC (CIVITECH) ASSUMES THAT THIS SURVEY REPRESENTS EXISTING CONDITIONS ON THE GROUND TO AN ACCEPTABLE DEGREE OF ACCURACY. CIVITECH RELIES ON THIS SURVEY TO PREPARE THE SITE DEVELOPMENT PLANS FOR THE PROPOSED DEVELOPMENT. USERS OF THESE DEVELOPMENT PLANS ACCEPT THAT CIVITECH ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS DISCOVERED IN THE FIELD DURING CONSTRUCTION ASSOCIATED WITH THIS SURVEY.

DEVELOPER  
WSM ASSOCIATES, LLC  
CONTACT: WAYNE S. MOREHEAD  
3110 MAIN STREET, SUITE 200  
DULUTH, GA 30096  
TEL: 678-441-4294  
EMAIL: wmorehead@wsmaassociates.com

3110 MAIN STREET, SUITE 200  
DULUTH, GA 30096  
TEL: 678-441-4294

ENGINEER  
CIVITECH CONSULTING, LLC  
CONTACT: SAMUEL MONTOYA, P.E.  
2302 PASCALADE DR., SUITE 800  
ALBANY, GA 31706  
TEL: 770-770-4699  
EMAIL: smontoya@civitechconsulting.com

EXISTING CONDITIONS PLAN

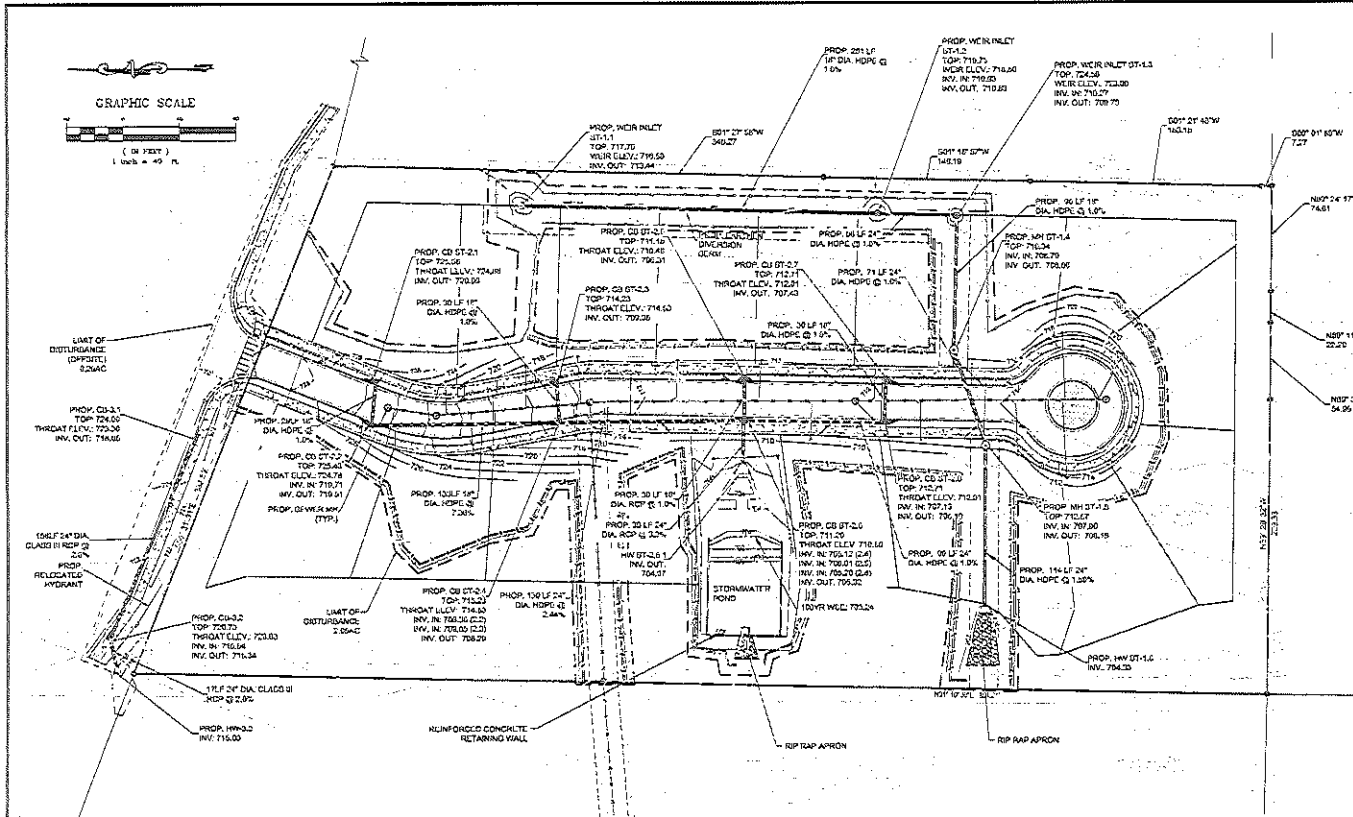
THE ENCLAVE AT ARABIA MOUNTAIN  
6301 BROWNS MILL RD  
STONECREST, GA 30038



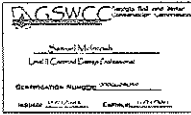
DATE PREPARED: 11-15-2021  
DATE PLOTTED: 11-15-2021  
DATE CHECKED: 11-15-2021  
DATE ISSUED: 11-15-2021  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1  
PROJECT NO. 21-172  
ISSUED FOR PRELIMINARY PLAN  
C-110







- GRADING & DRAINAGE NOTES:**
1. GRADE SHALL BE DETERMINED BY THE PROPOSED DRAINAGE SYSTEM AND THE PROPOSED BUILDING FOOTPRINT. THE GRADE SHALL BE DETERMINED BY THE PROPOSED DRAINAGE SYSTEM AND THE PROPOSED BUILDING FOOTPRINT. THE GRADE SHALL BE DETERMINED BY THE PROPOSED DRAINAGE SYSTEM AND THE PROPOSED BUILDING FOOTPRINT.
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75' HORIZ. DIST. IS REQUIRED TO OBTAIN A UTILITY PROTECTION CENTER FOR ANY PLANNED DIGGING. <http://www.georgia811.com>

**OWNER:**  
ARABIA MOUNTAIN  
CONTACT: MARK S. HORNHEAD  
2117 MAIN STREET, SUITE 200  
DALLAS, GA 75201  
TEL: 972-641-0000  
EMAIL: [mark@arabiamountain.com](mailto:mark@arabiamountain.com)

**TECHNICAL CONTACT:**  
MARK S. HORNHEAD  
TEL: 972-641-0000

**DESIGNER:**  
DIVISION CONSULTING, LLC  
CONTACT: DANIEL MONTGOMERY, P.E.  
2302 PARKWAY DR., N.E., SUITE 500  
ATLANTA, GA 30329  
TEL: 770-756-4500  
FAX: 770-756-4501

## GRADING AND DRAINAGE PLAN

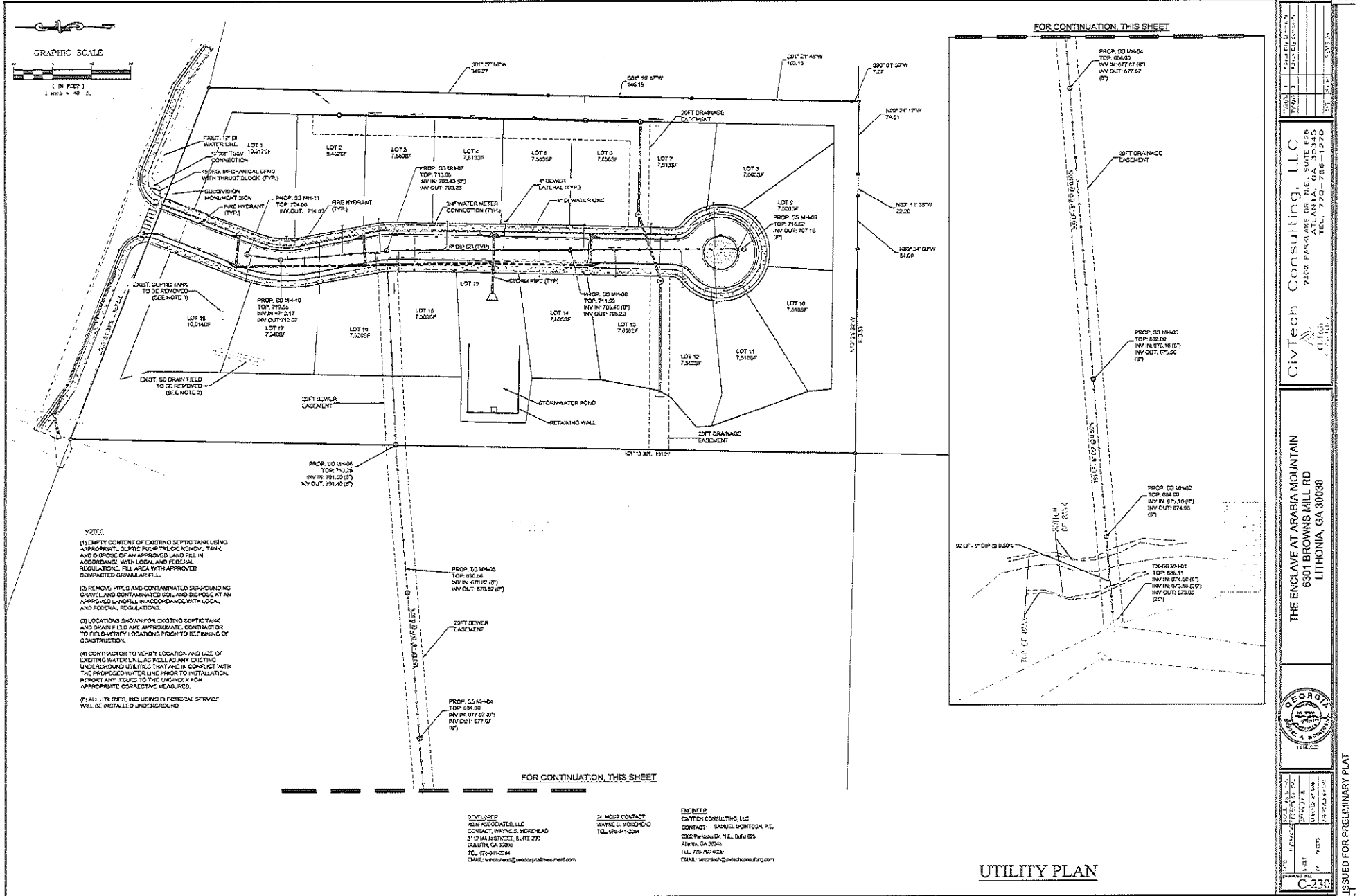
**CivTech Consulting, LLC**  
2302 PARKWAY DR., N.E., SUITE 500  
ATLANTA, GA 30329  
TEL: 770-756-4500

**THE ENCLAVE AT ARABIA MOUNTAIN**  
6301 BROWNS MILL RD  
STONECREST, GA 30038



DATE	10/1/10
REVISION	10/1/10
BY	DM
CHECKED	DM
DATE	10/1/10

ISSUED FOR PRELIMINARY PLAN

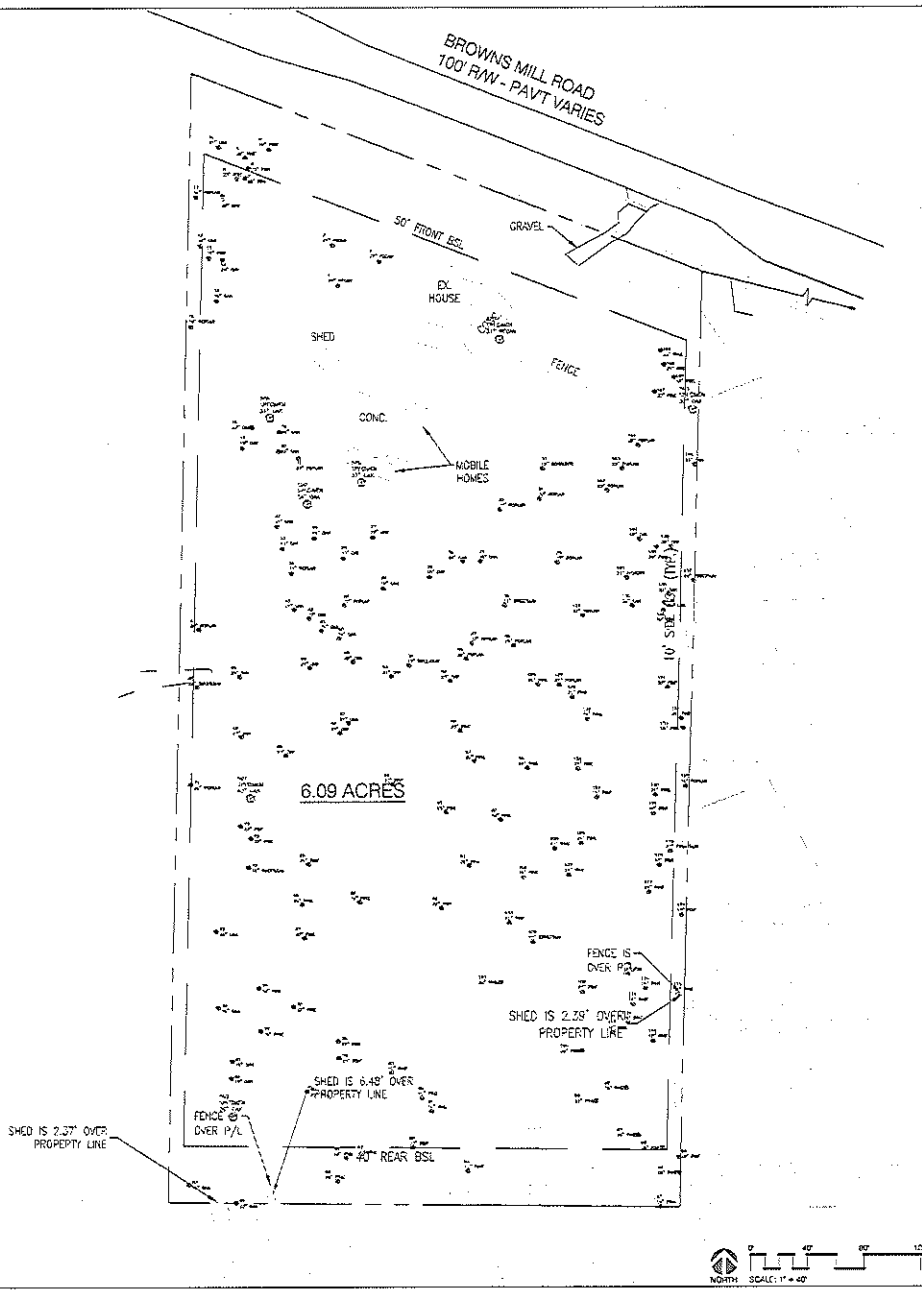


**PROPERTY TREE ASSESSMENT**

NO.	DATE	ASSESSOR	ASSESSMENT
1	7/7/2022	CHRIS HUGHES	EXISTING TREE LOCATION DATA AND ASSESSMENT PROVIDED BY CHRIS HUGHES (ASCA #CA 9493, ISA SO-5374) AT BROOKWOOD TREE CONSULTING, INC.

**TREE ASSESSMENT**

NO.	DATE	ASSESSOR	ASSESSMENT
1	7/7/2022	CHRIS HUGHES	EXISTING TREE LOCATION DATA AND ASSESSMENT PROVIDED BY CHRIS HUGHES (ASCA #CA 9493, ISA SO-5374) AT BROOKWOOD TREE CONSULTING, INC.



**NOTES**  
 1. EXISTING BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY DUSOUTH SURVEYING & ENGINEERING, INC.  
 2. EXISTING TREE LOCATION DATA AND ASSESSMENT PROVIDED BY CHRIS HUGHES (ASCA #CA 9493, ISA SO-5374) AT BROOKWOOD TREE CONSULTING, INC.

P.O. BOX 70540  
 KODWELL, GA 30079  
 770.462.1160  
 WWW.DCANDSWITHLANDSCAPE.COM



**REVISIONS**

NO.	DATE	REVISION

**PROJECT TITLE**  
**BROWNS MILL ROAD**  
 6301 BROWNS MILL ROAD  
 CITY OF STONECREST  
 81ST LAND LOT  
 DEKALB COUNTY, GEORGIA

**PREPARED FOR:**  
 3112 MAIN ST  
 SUITE 208  
 DULUTH, GA  
 30134-2004

**SHEET TITLE**  
**EXISTING TREE SURVEY**

**DATE**  
 JULY 7, 2022

**SHEET NUMBER**  
 T.01



## CITY COUNCIL AGENDA ITEM

### SUBJECT: Committee Calendars

#### 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: Decision on Committee Meeting Calendars

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

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

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

Current Council Meeting: Monday, February 27, 2023

SUBMITTED BY: Mayor Pro Tem George Turner

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: Decision to hold committee meetings quarterly instead of monthly.

FACTS:

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

RECOMMENDED ACTION: Click or tap here to enter text.

#### ATTACHMENTS:

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



## CITY OF STONECREST, GEORGIA

### Board, Committee and Commission Assignments 2023

<u>Board/Committee/Commission</u>	<u>Director/Council Member</u>	<u>Months</u>	<u>Meeting Times</u>
Arabia Mountain Overlay Committee	R. White/G. Turner	TBD	TBD
CID Advisory Committee	W. Smith/T. Graves/R. Turner	March, June, Sept, & Dec	4th Thurs. @ 6pm
Construction Board of Appeals	G. Turner	Jan and July	As Needed
Economic Development Steering Committee	W. Smith	March, June, Sept, & Dec	2 <sup>nd</sup> Tues @ 6pm
Finance Oversight Committee	G. Scruggs/G. Turner/A. Washington	Feb, May, Aug, & Nov	3 <sup>rd</sup> Wed. @ 7pm
Parks & Recreation Advisory Committee	T. Porter/T. Graves/A. Washington	March, June, Sept, & Dec	1st Thurs @ 7pm
Planning Commission	Planning & Zoning	Monthly	1 <sup>st</sup> Tues. @ 6pm
SPLOST Oversight Advisory Committee	H. Karikaran/R. Turner/T. Grimes	Feb, May, Aug, & Nov	4 <sup>th</sup> Wed. @ 6pm
Stonecrest Film & Entertainment Commission	W. Smith/R. Turner	Monthly	3 <sup>rd</sup> Thurs.@ 6pm
Transportation Advisory Committee	H. Harikaran/T. Grimes/G. Turner	March, June, Sept & Dec	2 <sup>nd</sup> Wed @ 6pm
Urban Redevelopment Agency (URA)	City Manager Office/Council	As Needed	As Needed
Zoning Board of Appeals	Planning & Zoning	Monthly	3 <sup>rd</sup> Tues. @ 6:30pm



## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Development Authority Ordinance Amendment

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Alicia Thompson

**PRESENTER:** Mayor Pro Tem George Turner

**PURPOSE:** Development Authority Ordinance Amendment

**FACTS:** AN ORDINANCE TO AMEND ARTICLE IV BOARDS, COMMISSIONS, AUTHORITIES AND SIMILAR BODIES DIVISION 2. DEVELOPMENT AUTHORITY WITHIN CHAPTER 2 ADMINISTRATION OF THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA

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

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Development Authority Ordinance Amendment
- (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 GEROGIA**

**DEKALB COUNTY**

**CITY OF STONECREST**

**ORDINANCE NO. \_\_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE TO AMEND ARTICLE IV BOARDS, COMMISSIONS, AUTHORITIES AND SIMILAR BODIES DIVISION 2. DEVELOPMENT AUTHORITY WITHIN CHAPTER 2 (“ADMINISTRATION”) OF THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA; TO PROVIDE FOR CONDIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Stonecrest, Georgia (“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 duly elected governing authority of the City of Stonecrest, Georgia is the Mayor and City Council (“City Council”) thereof; and

**WHEREAS**, The City Council of the City declared that there was a need for a Development Authority, as more fully described and defined in the Georgia Development Authorities Law, O.C.G.A. § 36-62-1 et seq.; and

**WHEREAS**, there was created in the City of Stonecrest, Georgia, a nonprofit public body corporate and politic known as the Stonecrest Development Authority(“SDA”); and

**WHEREAS**, in addition to the provisions located in O.C.G.A. § 36-62-1 et seq the SDA is governed by the provisions of ARTICLE IV BOARDS, COMMISSIONS, AUTHORITIES AND SIMILAR BODIES DIVISION 2. DEVELOPMENT AUTHORITY OF CHAPTER 2 ADMINISTRATION (“SDA Code”) of the City Code of Ordinances; and

**WHEREAS**, the SDA Code may be amended from time to time, for the purpose of developing and promoting trade, commerce, industry and employment opportunities for the public good and the general welfare while performing an essential governmental function in the City of Stonecrest.; and

**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 Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending ARTICLE IV BOARDS, COMMISSIONS, AUTHORITIES AND SIMILAR BODIES DIVISION 2. DEVELOPMENT AUTHORITY OF CHAPTER 2 ADMINISTRATION by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

**Section 2.** That text added to current law appears in red, bold and underlined. Text removed from current law appears as red, and strikethrough.

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

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

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

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

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

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

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

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

**ORDAINED this**\_\_\_\_\_ **day of** \_\_\_\_\_, **2023.**

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF STONECREST, GEORGIA**

---

**Jazzmin Cobble, Mayor**

**ATTEST:**

---

**City Clerk**

**APPROVED AS TO FORM:**

---

**City Attorney**

**EXHIBIT A**

## ***DIVISION 2. DEVELOPMENT AUTHORITY***

### **Sec. 2-117. Declaration of need.**

The Mayor and Council of the City hereby declare that there is determined to be a recent and future need for a Development Authority, as more fully described and defined in the Georgia Development Authorities Law, O.C.G.A. § 36-62-1 et seq., as it may be amended from time to time, for the purpose of developing and promoting trade, commerce, industry and employment opportunities for the public good and the general welfare while performing an essential governmental function in the City of Stonecrest.

### **Sec. 2-118. Creation.**

There is hereby created in the City of Stonecrest, Georgia, a nonprofit public body corporate and politic known as the "Stonecrest Development Authority." The Stonecrest Development Authority may be activated by the Mayor and Council at any time by approval of an activation Resolution which shall cause for the activation of the Stonecrest Development Authority and appointment of the initial Board of Directors.

### **Sec. 2-119. Board of directors.**

- (a) The Stonecrest Development Authority Board of Directors shall be composed of seven members, each of whom shall be a taxpayer residing in the City of Stonecrest ~~and none of whom is a member of the Mayor and City Council.~~
- (b) The initial term of office of the Board of Directors shall be staggered to include four members to serve an initial term of two years and three members to serve an initial term of four years. Thereafter, any succeeding Director shall serve a term of four years as set forth in O.C.G.A. § 36-62-4.
- (c) Directors may be appointed by the Mayor and City Council for more than one consecutive term. If at the end of any term of office of any Director, a successor thereto has not been appointed, the Director whose term of office has expired shall continue to hold office until his successor is so appointed.
- (d) The Board of Directors shall notify the City Council within 60 days of the resignation, removal, death, disqualification, or expiration of the terms of any Director of the Authority.

### **Sec. 2-120. By-laws.**

Within 60 days of the activation of the Stonecrest Development Authority by Resolution, the Board of Directors shall organize itself, enact and comply with By-Laws which shall be approved by the Mayor and City Council, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law, as it now exists or may hereafter be amended. Any amendments to the By-Laws shall also be first approved by Mayor and City Council.

### **Secs. 2-121—2-136. Reserved.**



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Wayfinding and Gateway Monument vendor recommendation**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Gia Scruggs, Finance Director for Engineering

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Finance Department published a solicitation 2022-20 on November 21, 2022. This solicitation closed on December 21, 2022.

**FACTS:** The Finance Department had a total of six proposals from DG Studios, Guide Studio, MERJE, National Sign Plazas, Inc., Praxis3, and Swath Design. The evaluation committee scored the evaluations based on the criteria set forth in the solicitation. The evaluation committee scored Found Design LLC (d.b.a. MERJE) as the preferred vendor. Some of MERJE's recent work includes work on the Atlanta Beltline, Callaway Resory & Gardens, Sandy Springs, the City of Augusta, and Savannah Historic District. MERJE is a nationally recognized environmental graphic design firm. They have experience in promoting a city's identity, making it easier for visitors and residents to find their way and promote a healthy lifestyle. The proposal amount is \$74,950.00. The funding for this will come from SPLOST – TPD Projects Bridgescape & Streetscape and Wayfinding & other signage.

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



## CITY COUNCIL AGENDA ITEM

---

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

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

Evaluation Committee Summary  
Wayfinding and Gateway Monument Design

Item XIII. c.

WAYFINDING AND GATEWAY MONUMENT DESIGN RFP No. 2022-020		DG STUDIOS	GUIDE STUDIO	MERJE	NATIONAL SIGN PLAZAS, INC.	PRAXIS 3	SWATH DESIGN
Section 1 - Qualifications and Experience							
Evaluator 1	25	73	77	78	75	75	77
Evaluator 2	25	73	77	78	75	75	59
Evaluator 3	30	65	65	80	80	70	75
Cost	20	20	15	18	5	5	5
Total Section 1		231	234	254	235	225	216

Request for Proposal

## Wayfinding and Gateway Signage Design

City of Stonecrest

RFP No. 2022-20

Decemeber 21, 2022

merJe

ENVIRONMENTS & EXPERIENCES

Found Design LLC (d.b.a. MERJE)  
120 N. Church Street, Suite 208  
West Chester, PA 19380

T. 484.266.0648  
jbosio@merjedesign.com  
www.merjedesign.com





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PROJECT EXPERIENCE	4
PROJECT UNDERSTANDING / PROJECT APPROACH	5
COST PROPOSAL (see seperate attached file)	6
FORMS (see seperate attached file)	7



COVER LETTER



March 10, 2020

Department of Purchasing & Contracting  
City of Stonecrest  
3120 Stonecrest Blvd  
Stonecrest, Georgia, 30038

RE: RFP 2022-20 WAYFINDING & GATEWAY SIGNAGE DESIGN

To Whom It May Concern,

Thank you for the opportunity to be considered for the City of Stonecrest Wayfinding & Gateway Signage Design project.

MERJE focuses exclusively on wayfinding and signage projects, with a specific expertise in community wayfinding programs, including experience throughout Georgia. Found Design LLC (d.b.a. MERJE) is a registered business in the State of Georgia.

We believe a unique and functional wayfinding system can market Stonecrest's assets, present a friendly image and communicate that the City is efficient, organized and caring. Helping a visitor "find their way" is an important part of their experience and time spent in Stonecrest.

Through our work across the U.S., MERJE has developed strategies and processes that provide our clients with the tools to implement wayfinding programs for cities, towns and communities of all sizes, design aesthetics and aspirations.

Our work in Georgia has included, wayfinding programs for the Savannah Historic Landmark District, the City of Augusta, a regional wayfinding program for Columbia County, and the Atlanta Beltline.

Currently we are working on a Wayfinding Master Plan for Callaway Resort & Gardens (Pine Mountain, GA), and a gateway and wayfinding program for Sandy Springs, GA.

If you have any questions or require additional information you may contact me directly. We appreciate this opportunity and look forward to presenting our experience and capabilities to you

Best Regards,



John Bosio  
Principal  
jbosio@merjedesign.com



## EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY



Downtown San Diego Wayfinding



Frederick, MD Wayfinding Program



Whistler, BC Valley Trail Wayfinding

Cities, towns and communities of all sizes and aspirations understand that the reality of today's economy and the high level of competition for the public's attention demand a clear and distinctive identity. Wayfinding programs designed by MERJE promote a city's identity, make it easier for visitors to find their way and enhance the visitor's experience. The ability to promote your community assets and communicate a consistent identity across a variety of design elements and technologies is a key factor in reaching your economic and marketing goals.

MERJE is a nationally recognized environmental graphic design firm, with a specific expertise in developing wayfinding programs for Communities, Parks, Trails, and Transit Systems. Signage programs designed by MERJE promote a city's identity, make it easier for visitors and residents to find their way and promote a healthy lifestyle.

### PROJECT APPROACH

Our approach to this project is holistic and will include wayfinding signage, digital technology and support materials. We will look to consider innovative creative solutions coupled with the realities of fiscal limitations, functional implementation and long-term maintenance. Each of these elements will be addressed by our individual experts and then funneled through a single design intent, offering multiple wayfinding tools for end users but presented through a single voice and graphic language.

### PROJECT TEAM

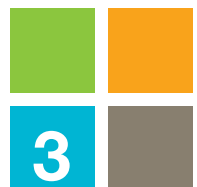
We work on a daily basis with Tourism Officials, Municipalities, Planning Departments and Community Advocates to design, plan and implement branded wayfinding programs. Our designers have developed signage programs from Anchorage, Alaska to Miami, FL. Our Principals bring over 25 years of experience specifically to the development of Community Wayfinding programs.

### METHODOLOGY

MERJE will utilize a 5- step approach for the strategy, planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project. Along the way we will build consensus, address individual user needs and strategically identify budgets, priorities and phasing plans.



PROJECT PERSONNEL



March 10, 2020

Department of Purchasing & Contracting  
City of Stonecrest  
3120 Stonecrest Blvd  
Stonecrest, Georgia, 30038

RE: RFP 2022-20 WAYFINDING & GATEWAY SIGNAGE DESIGN

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MERJE focuses exclusively on wayfinding and signage projects, with a specific expertise in community wayfinding programs, including experience throughout Georgia. Found Design LLC (d.b.a. MERJE) is a registered business in the State of Georgia.

We believe a unique and functional wayfinding system can market Stonecrest's assets, present a friendly image and communicate that the City is efficient, organized and caring. Helping a visitor "find their way" is an important part of their experience and time spent in Stonecrest.

Through our work across the U.S., MERJE has developed strategies and processes that provide our clients with the tools to implement wayfinding programs for cities, towns and communities of all sizes, design aesthetics and aspirations.

Our work in Georgia has included, wayfinding programs for the Savannah Historic Landmark District, the City of Augusta, a regional wayfinding program for Columbia County, and the Atlanta Beltline.

Currently we are working on a Wayfinding Master Plan for Callaway Resort & Gardens (Pine Mountain, GA), and a gateway and wayfinding program for Sandy Springs, GA.

If you have any questions or require additional information you may contact me directly. We appreciate this opportunity and look forward to presenting our experience and capabilities to you

Best Regards,



John Bosio  
Principal  
jbosio@merjedesign.com

# JOHN F. BOSIO

PARTNER

## PROJECT ROLE

Project Manager / Wayfinding

## EDUCATION

University of the Arts, Philadelphia, PA  
Bachelor of Fine Arts, Graphic Design

## PROFESSIONAL AFFILIATION

Society for Experiential Graphic Design (SEGD)

For more than 25 years, John has been leading design teams, as well as cities and organizations of all sizes, through the process of implementing wayfinding programs. Problem solving is at the core of John's approach. His experiences across a wide variety of projects, including, communities, parks & trails, public transit and campuses provides him with a detailed understanding of both how a user experiences an environment and the wayfinding tools that may be necessary.

## RELEVANT EXPERIENCE

Atlanta BeltLine  
Wayfinding Program, GA

Callaway Resort & Gardens  
Wayfinding Master Plan, GA

City of Sandy Springs  
Wayfinding Program, GA

Stone Mountain Park  
Wayfinding Program, GA

City of Augusta, GA  
Wayfinding Program

Columbia County, GA  
Regional Wayfinding Program

Downtown Austin  
Wayfinding Program

Asheville, NC  
Wayfinding Program

City of Fredericksburg, TX  
Wayfinding Program

City of Huntington Beach, CA  
Wayfinding Program

City of Missoula, MT  
Wayfinding Program

Savannah Historic District  
Wayfinding Program

Resort Municipality of Whistler  
Wayfinding Program

Downtown Phoenix  
Wayfinding Program

Northwest Arkansas  
Wayfinding Program

City of Novato, CA  
Wayfinding Program

City of Ocala, FL  
Wayfinding Program

Town of Parker, CO  
Wayfinding Program

City of Bentonville, AR  
Wayfinding Program

Cabarrus County, NC  
Wayfinding Program



John will be the Project Manager. He will have the responsibility of managing the design team and facilitating stakeholder meetings and public input sessions. He will be available for all Steering Committee and key presentations, as well as coordination efforts with local approving agencies.



John will also lead the wayfinding assessment and outline the proposed strategies and recommendations.

He is experienced and comfortable presenting to City Councils, Historic Commissions, Planning Boards, the Department of Transportation and local community groups.

John F. Bosio, Partner

# GLEN SWANTAK

PARTNER

## PROJECT ROLE

Design Principal

## EDUCATION

University of the Arts, Philadelphia, PA  
Bachelor of Science, Industrial Design

## PROFESSIONAL AFFILIATION

Society for Experiential Graphic Design (SEGD)

As Design Principal, Glen is charged with understanding the mission and goals of the program and translating them into beautifully conceived design solutions. Glen's work combines; industrial design, architecture, interior design, lighting, graphic design, and of course, wayfinding. His design solutions address both the functionality required by the user, as well as the visual communication of the client's brand.

## RELEVANT EXPERIENCE

Atlanta BeltLine  
Wayfinding Program (GA)

City of Sandy Springs  
Wayfinding Program, GA

Asheville, NC Regional  
Wayfinding Program

Bellingham / Whatcom County, WA  
Wayfinding Program

Downtown Austin  
Wayfinding Program

Downtown New Orleans  
Wayfinding Program

Downtown Phoenix  
Wayfinding Program

City of Garland, TX  
Wayfinding Program

City of Hot Springs, AR  
Wayfinding Program

City of Huntington Beach, CA  
Wayfinding Program

City of Portsmouth, NH  
Wayfinding Program

City of Denton  
Wayfinding Program

Downtown Durham  
Wayfinding Program

City of Fredericksburg, TX  
Wayfinding Program

Savannah Historic District  
Wayfinding Program

Tri-Cities, WA  
Regional Wayfinding Program

Downtown San Diego  
Wayfinding Program

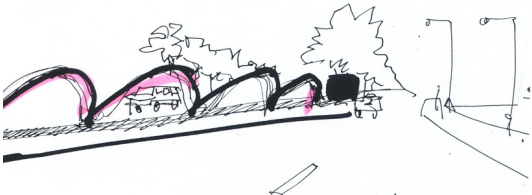
Downtown Tampa  
Wayfinding Program

City of Miami Beach, FL  
Wayfinding Program

City of Missoula, MT  
Wayfinding Program



Glen will be the design lead on the project. He will have the responsibility of understanding the project issues and translating them into visual solutions and physical elements. He will be available for Steering Committee and key presentations, as well as coordination efforts with local approving agencies.



Having worked on a variety of project types, Glen brings a deep knowledge of design and technical expertise.

With more than 25 years experience, he has lead project efforts, presented to City Councils, Board of Directors and approving agencies across the country.

Glen Swantak, Partner

# LAUREN HARRISON

SENIOR DESIGNER

## PROJECT ROLE

Project Designer

## EDUCATION

Drexel University, Antoinette Westphal College of Media Arts and Design

Bachelor of Science, Graphic Design

Years Experience: 11

## PROFESSIONAL AFFILIATION

Society for Experiential Graphic Design (SEGD)

Lauren is a natural graphic designer, her work is clean, simple and always on target to the clients communication needs. Telling clients stories, helping people find their way and understanding the user experience is at the core of Lauren's design approach. Her projects have included branding, wayfinding programs, map design and interpretive graphics. Lauren joined MERJE in 2013 and since then has worked on a variety of projects, including communities, parks & trails, public transit and campuses.

## RELEVANT EXPERIENCE

Atlanta BeltLine  
Wayfinding Program (GA)

Callaway Resort & Gardens  
Wayfinding Master Plan, GA

City of Sandy Springs  
Wayfinding Program, GA

Bellingham / Whatcom County, WA  
Wayfinding Program

Cotati Bicycle and Pedestrian  
Wayfinding Program (CA)

Downtown Eugene  
Pedestrian Wayfinding Program

Downtown Little Rock  
Wayfinding Program

Downtown San Diego  
Wayfinding Program

City of Garland, TX  
Wayfinding Program

City of Hot Springs, AR  
Wayfinding Program

City of Kingston, NY  
Wayfinding Program

City of New Haven, CT  
Wayfinding Program

Downtown Austin  
Wayfinding Program

Downtown New Orleans  
Wayfinding Program

City of Mansfield, TX  
Wayfinding Program

City of Portsmouth, NH  
Wayfinding Program

Resort Municipality of Whistler  
Wayfinding Program

City of Conway, AR  
Wayfinding Program

City of Easton, PA  
Wayfinding Program

City of Frederick, MD  
Wayfinding Program

# MADISON PHILLIPS

JUNIOR DESIGNER

## PROJECT ROLE

Design Support & Production

## EDUCATION

Moore College of Art & Design,

Bachelor of Fine Arts, Graphic Design

Years Experience: 1

## PROFESSIONAL AFFILIATION

Society for Experiential Graphic Design (SEGD)

Madison is a multifaceted graphic designer. Her work is diverse in style and always best suited to fit the clients needs. She emphasizes the clients story through creative interpretation and unique solutions. Madison has worked on a variety of projects, including communities, parks, and water trails.

## RELEVANT EXPERIENCE

Callaway Resort & Gardens  
Wayfinding Master Plan, GA

Amesbury, MA  
Wayfinding Program

Brandywine Creek Greenway, PA  
Water trail Wayfinding Program

Fair Oaks Parks, CA  
Wayfinding Program

Morris County Trails, PA  
Wayfinding Program

Mountain Home, AR  
Wayfinding Program

Susquehanna Greenway, PA  
Identity

Union County, OH  
Regional Wayfinding Program

Williamsburg, VA  
Wayfinding Program

City of Dunn, NC  
Wayfinding Program

Louisiana's Cajun Bayou  
Regional Wayfinding Program

Media, PA  
Wayfinding Program

Norfolk, NE  
Wayfinding Program

Madison, NJ  
Wayfinding Program

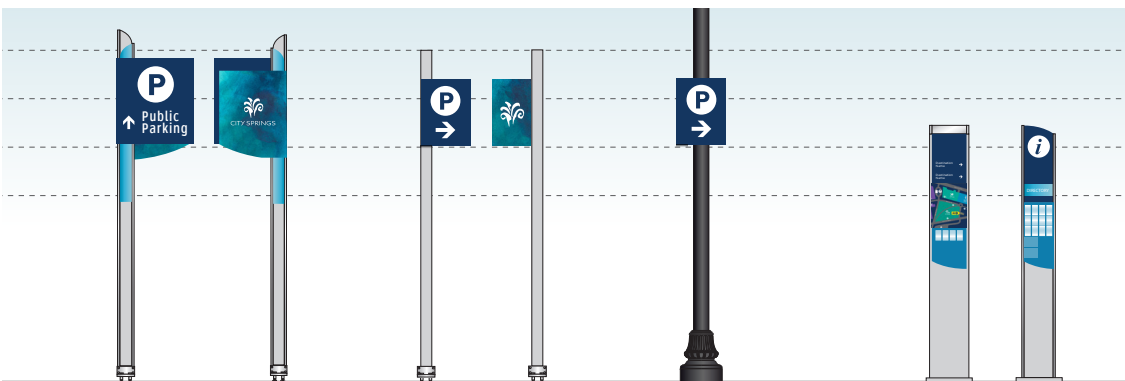
Wake Forest, NC  
Wayfinding Program

Mission Oaks Parks  
Wayfinding Program, CA



## PROJECT EXPERIENCE





## SANDY SPRINGS, GA

### Wayfinding Program

Sandy Springs, GA



The City has hired MERJE to plan and design a comprehensive wayfinding program. Primarily a vehicular oriented system and with expected circulation changes in the next 5 years due to new highway access points, the system is modular and easily updatable. The design is heavily branded with the Sandy Spring identity, but also changes in aesthetics as a visitor transitions from the modern suburban areas of town to the rural wooded neighborhoods and parks. Pedestrian signs and kiosk will be included in City Spring District and the Perimeter Business District, helping to promote events, make connections to public transit and orient users to the city and region in general. MERJE is also coordinating with GDOT and the National Park Service to gain project approvals.



## ASHEVILLE REGION

**SCOPE:** Design, Planning, Documentation and Construction Administration

**SCALE:** Buncombe County, including; Cities of Asheville, Black Mountain, Montreat, Weaverville and Woodfin (660 sq. mi)

**STAKEHOLDERS:** 50+

**CONSTRUCTION BUDGET:** 1.4 Million

**FUNDING:** Buncombe County Tourism Development Fund

**APPROVAL:** Asheville Convention & Visitors Bureau, Municipalities of Asheville, Black Mountain, Montreat, Weaverville and Woodfin, and NCDOT



## ASHEVILLE, NC

### Regional Wayfinding Program

Buncombe County, NC

Vibrant, eclectic, colorful, artistic, natural, funky, sophisticated and folky only begin to describe the Asheville region of western North Carolina. Marketing (and wayfinding) for such a diverse area requires the communication of a consistent brand, while allowing for the individuality of each district, town and place to present its own unique character.

The Asheville Convention & Visitors Bureau hired MERJE to develop a comprehensive regional wayfinding program for the City of Asheville, Buncombe County and the individual towns of Black Mountain, Montreat, Weaverville and Woodfin. This is a benchmark project for regional wayfinding, as it also includes an analysis into the resulting economic return on investment; including before and after evaluations of annual destination visitation, effects on overnight hotel stays and overall customer satisfaction.

Gateways incorporate sculptural elements and create landmarks. Kiosks and post details provide opportunities for the inclusion of local artist in the design, capturing the funkiness of downtown Asheville. In addition to the planning and design of the system, MERJE's responsibilities consist of developing the strategy for coordinating the program, creating a criteria for destination inclusion, assistance with obtaining funding and building consensus among the variety of stakeholders and municipalities.









## PARKER, COLORADO

SCOPE: Wayfinding, Analytics, Design Planning, Documentation and Construction Administration

SCALE: Citywide

STAKEHOLDERS: 25+

CONSTRUCTION BUDGET PHASE 1: \$235,000  
PHASE 2: \$507,000

FUNDING: Town of Parker

APPROVAL: Town of Parker and Colorado DOT



## TOWN OF PARKER

### Town-wide Wayfinding Program

Town of Parker Planning Department

The Town of Parker is located in northern Douglas County approximately 20 miles southeast of downtown Denver. MERJE has been hired to develop a town-wide wayfinding program. Much of the focus for this project is concentrated in walkable Downtown Parker, where shopping, dining and the arts are the primary activity. The system will also connect visitors and residents alike to the local park system and Regional Cherry Creek Trail.

The design of the system, looks to reflect both Parker's traditional architecture, strong family-oriented community and natural features. The system includes, District gateways, pedestrian signage, kiosks, connections to trails and vehicular signage that will efficiently circulate people to parking and various local destinations. The color pallet helps to communicate an active, vibrant and friendly community.









SCOPE: Design, Planning, and Documentation

SCALE: 22 mile loop around the City of Atlanta, Pedestrian, Cycling, and Wayfinding

STAKEHOLDERS: 25+

CONSTRUCTION BUDGET: \$1,000,000

FUNDING: Atlanta Beltline Inc.

APPROVAL: Atlanta BeltLine and the City of Atlanta



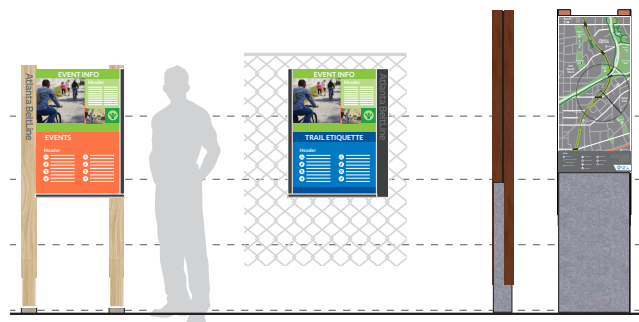
## ATLANTA BELTLINE

### WAYFINDING AND SIGNAGE PROGRAM

#### Atlanta BeltLine

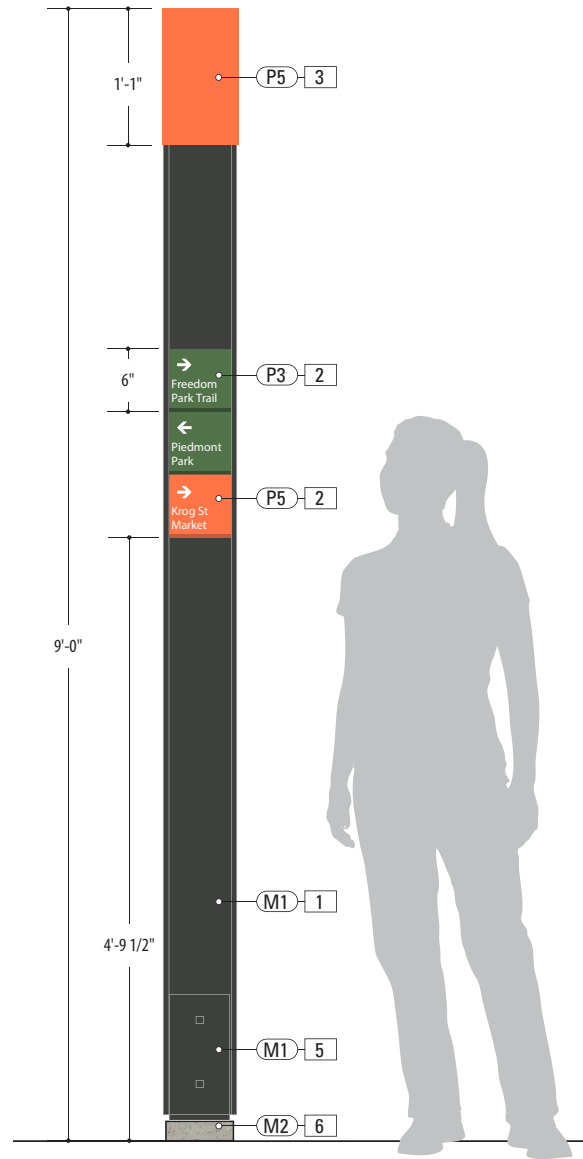
The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta. It is also among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. Located along a historic 22-mile railroad corridor, the Atlanta BeltLine will provide a network of public parks and multi-use trails and transit circling downtown and connecting 44 neighborhoods directly to each other.

MERJE is leading a multi-disciplined team in the development of a comprehensive wayfinding program that will communicate key information to pedestrians, cyclist and transit users along the path. Key issues to be considered include identity, resolving auto / pedestrian / cycling conflicts, temporary information, emergency services and sponsorship recognition. The design is inspired by the railroad heritage through its composition and use of materials. Long-term maintenance is critical to the management of this urban trail system, along with flexibility and expansion. Prototype areas are planned for 2015 with on-going role-out continuing in 2016 and beyond.









1 Front View: DIR.ST1  
SCALE: 3/4" = 1'-0"



SCOPE: Wayfinding, Planning, Signage Design and Documentation

SCALE: Savannah Historic Landmark District

STAKEHOLDERS: 50+

CONSTRUCTION BUDGET: 1.1 Million

FUNDING: On-going/ Multiple Sources

APPROVAL: City of Savannah and Savannah Historic Commission

MERJE STAFF: John Bosio and Glen Swantak



## SAVANNAH HISTORIC LANDMARK DISTRICT

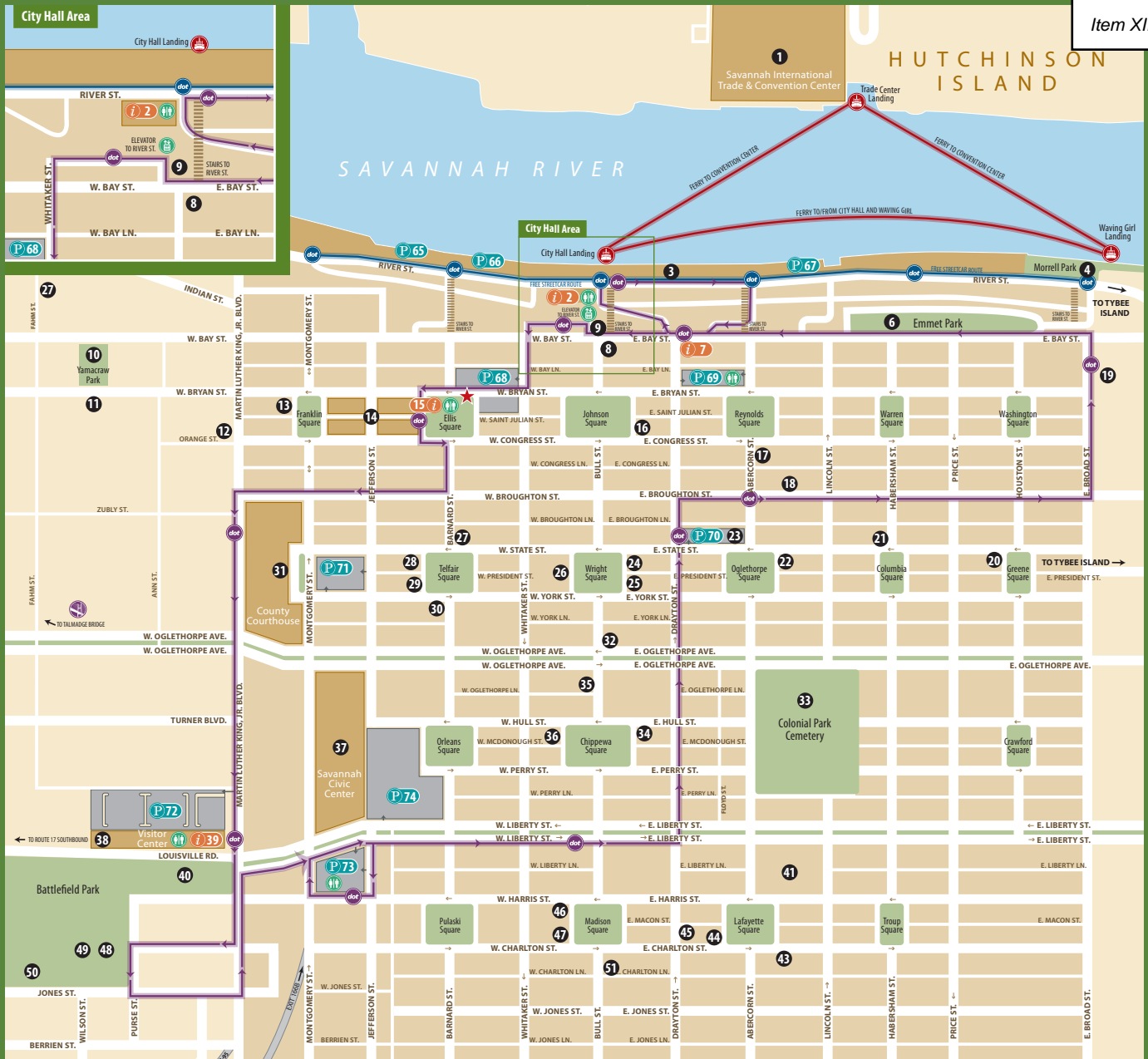
### Wayfinding and Gateway Program

Savannah, GA

The City of Savannah will welcome you with true Southern hospitality, just as they have been welcoming guests since 1733. Hip and historic, robust and refined, Savannah is where you will find amazing architecture, spooky cemeteries and rich history—along with global sophistication, funky nightlife and fabulous food. It is where history resonates into the present day, and where memories are still being made.

The City of Savannah's Department of Tourism and Film has retained MERJE for the development of a pedestrian focused wayfinding program for The National Historic Landmark District and Convention District. The Historic District encompasses one of the largest urban forests in the nation. The renowned city street plan of public squares and gardens offers a unique environment that is easily walk-able and a place where discovering the varied architecture, landscape and hidden details is all part of the journey.

MERJE's plan focuses on promoting multi-modal transportation. Visitors are directed first to parking garages and then encouraged to explore Savannah on foot with the aid of shuttle and ferry services. Along with pedestrian level directional signs, maps, and kiosks, the design utilizes Custom Icons to guide visitors to their destinations.





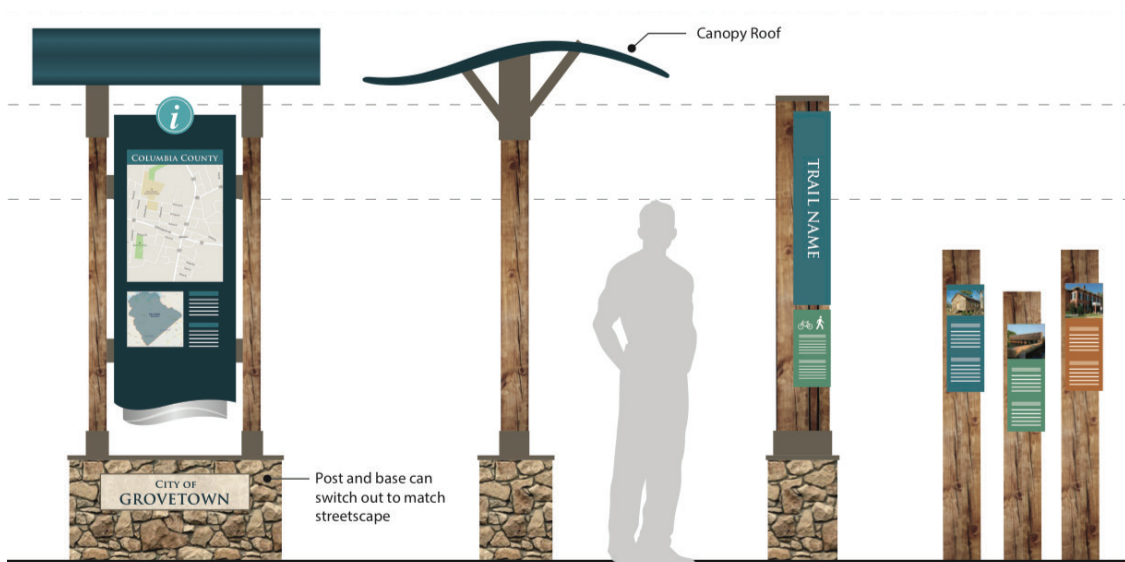


## DOWNTOWN AUGUSTA

### Wayfinding and Signage Program

Augusta, GA

While Augusta is known worldwide for the Masters® and the coveted green jacket, you will also find Georgia's second-oldest and second-largest city – also known as the “Garden City” of the South. The aesthetic design of the sign program hints to the game of golf, though pattern, shape and color (green, of course), while not using literal objects or graphic translations. Traditional style poles, integrate well into the historic downtown environment, and gateways have weathered brick bases that reflect the old industry buildings that are being converted to a variety of uses.



## COLUMBIA COUNTY, GA

### COUNTYWIDE WAYFINDING PROGRAM

Just 2 hours from Atlanta, Columbia County is the neighbor of Augusta and the gateway to Fort Gordon Army Post, home of the U.S. Army Cyber Center of Excellence. The County is made up of 5 communities; Appling, Evans, Grovetown, Harlem and Martinez, each one offering distinct experiences, from small historic down-towns to suburban neighborhoods to rural environments.

The County has hired MERJE to design and plan a county-wide wayfinding program, along new signage for the County Government Complex. The system includes County Gateway features, vehicular directional signs, Parking information, pedestrian elements and kiosks. Regional in nature, the design includes opportunities for each town to incorporate a unique identifier and color palette.



## CALLAWAY RESORT & GARDENS

SCOPE: Wayfinding Master Plan, Design, Planning and Documentation

SCALE: 2,500- acre Resort Complex

STAKEHOLDERS: 25+

CONSTRUCTION BUDGET: \$1,122,000

FUNDING: Herschend Family Entertainment

APPROVAL: Herschend Family Entertainment



## CALLAWAY RESORT & GARDENS

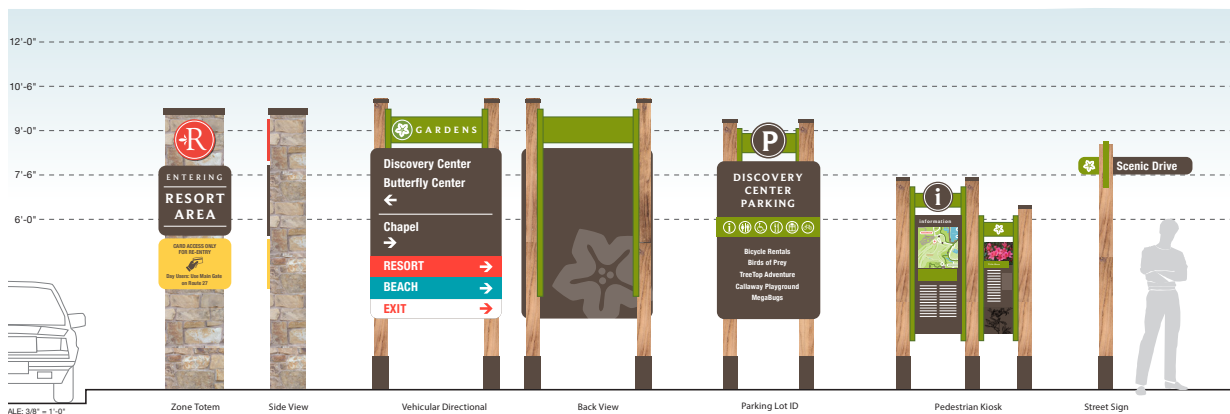
### Wayfinding Master Plan

Pine Mountain, GA

Callaway Resort & Gardens is a 2,500-acre resort complex located near Pine Mountain, Georgia. Attracting over 750,000 visitors annually, the property includes the world's largest azalea garden and was ranked as Best Georgia Attraction in 2018 by USA Today. The property is owned and operated by Herschend Family Entertainment.

Over the years, on-site signage had become inaccurate, inconsistent and cluttered around the site. Based on our previous work with Herschend Family Entertainment, the company hired MERJE to conduct a Wayfinding Master Plan. The new plan clarifies entrances, creates zones and provides simplified messaging. Icons, color-coding and sustainable materials are utilized to create new entrance identification elements, street signs and vehicular directional signs.

The first initiative was the creation of a new orientation map, that establishes the graphic language for the overall wayfinding program. The use of color and zone icons are key component to the design.



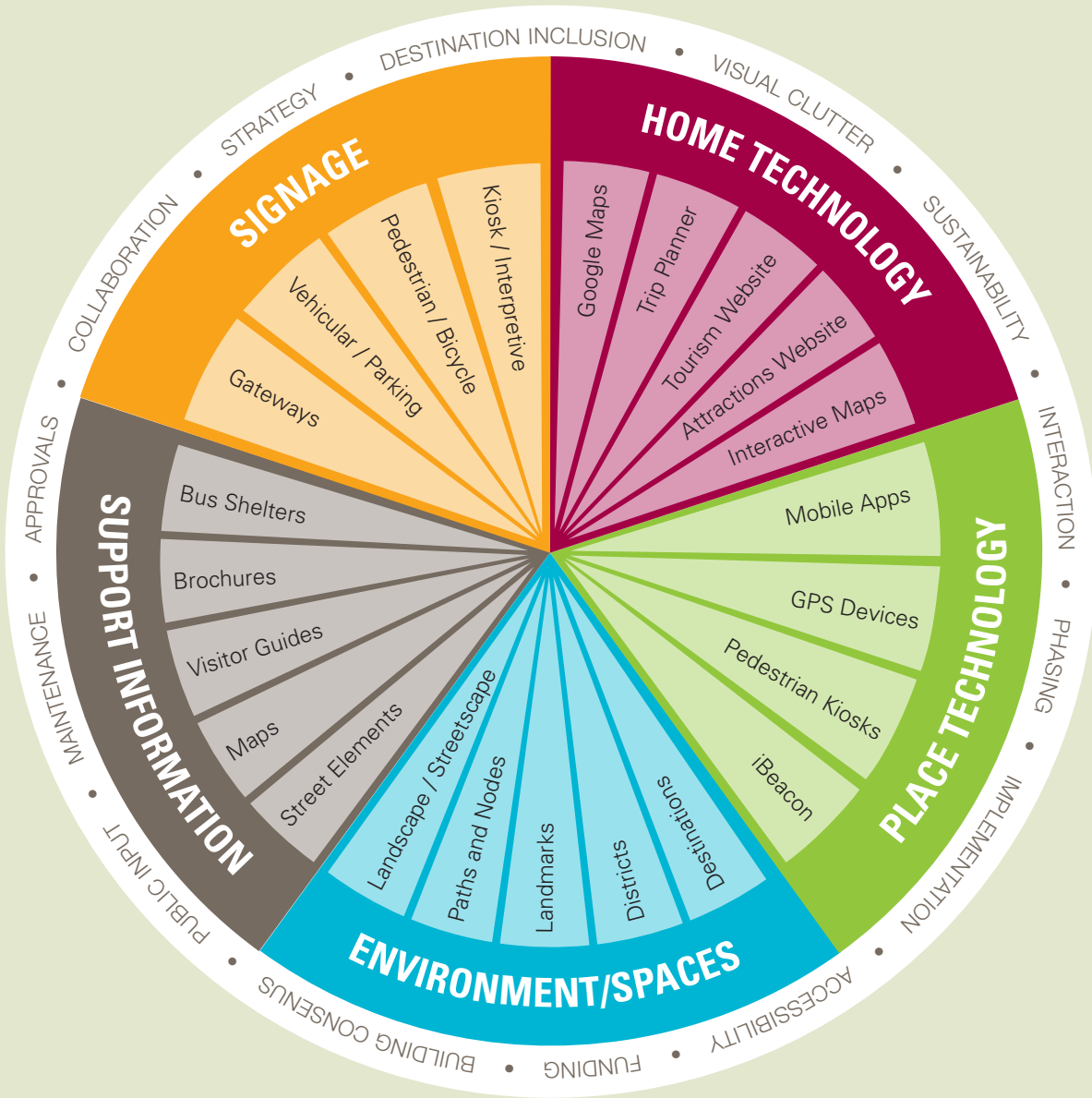






## PROJECT UNDERSTANDING / PROJECT APPROACH





## PROJECT UNDERSTANDING

Cities, towns and communities of all sizes and aspirations understand that the reality of today's economy and the high level of competition for the public's attention demand a clear and distinctive identity. Wayfinding programs designed by MERJE promote a city's identity, make it easier for visitors to find their way and enhance the visitor's experience. Through this project it is clear your city understands that communicating a consistent identity and wayfinding message across a variety of design elements and technologies is a key factor in reaching your cultural, economic and marketing goals.

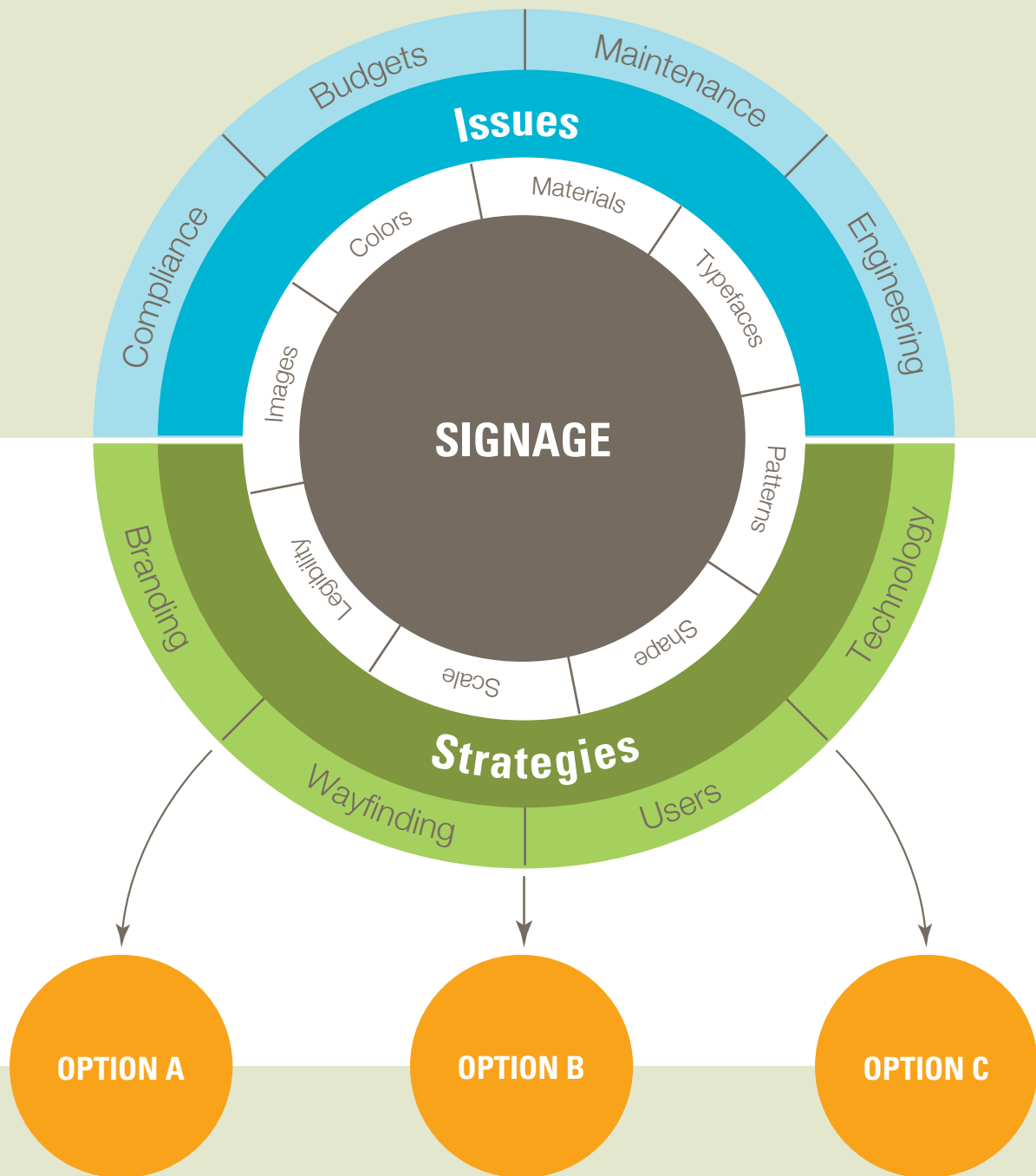
Our approach to this project is wholistic and will include wayfinding, technology, support materials. We will look to consider innovative creative solutions coupled with the realities of fiscal limitations, functional implementation and long-term maintenance. We believe the project will rely on the following;

- Build Consensus through public input and agency review
- Focus on Parking and Pedestrian travel in the downtown
- Establish a strong identity at the gateways into the city.
- Gateways should consider landscaping, lighting and public art.
- Design philosophy that seamlessly integrates a variety of tools and opportunities
- Utilize graphics, architecture, technology and interactivity.
- The design shall unique and be of its place
- Develop a Strategic Implementation Plan, ROI and a realistic phasing sequence
- Identification of Funding sources and creative strategies
- Develop a plan for long-term Management and Maintenance plan

The MERJE TEAM approach will consider all wayfinding tools and technologies;

- PRE-ARRIVAL TECHNOLOGY / TRIP PLANNING
- IN-PLACE TECHNOLOGY
- ENVIRONMENT / SPACE
- SIGNAGE (static and electronic)

Each of these elements will be addressed by our individual experts and then funneled through a single design intent, offering multiple wayfinding tools for end users but presented through a single voice and graphic language.



D E S I G N

## METHODOLOGY

MERJE will utilize a 5- step approach for the strategy, planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project.

### Task 1 | Wayfinding Analysis

Kick Off meeting with Steering Committee and Stakeholder Group. This may include representatives for the City representatives, major attractions, business leaders and approving agencies.

Tour and photograph project area.

Develop criteria for destination inclusion, including designations, attractions, districts, historic sites, parking, etc. Develop Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the implementation and maintenance of the system. Outline potential Phasing Strategy.

Conduct working meetings with wayfinding participants and user groups to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking lots, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, flexibility, vandal resistance and maintenance.

Identify gateways, districts, primary routes, points of interest and destinations. Evaluate access to parking, including direction, identification and information.

Present preliminary findings and recommendations based on analysis and stakeholder input (presentation to Steering Committee and Stakeholders)

**TASK 1 DELIVERABLE: Present preliminary findings based on the information gathered during the on-site assessment and stakeholder interviews. This will result in a series of recommendations, a structure for the design and planning process to be based upon.**

*The intent of the Wayfinding Analysis is to gain an understanding of current conditions, identify wayfinding issues and build consensus that will support the design and planning of the system.*

## Task 2 | Schematic Design

*Schematic Design offers the opportunity to investigate big picture concepts, brand integration and the overall design intent of the sign program.*

Analyze architecture, historic elements, branding / identity, imagery, marketing materials and additional information needed to formulate design concepts.

Prepare preliminary sign design based on a limited number of sign types. (3 options)

Meet with DOT and approving agencies and commissions to review concepts and wayfinding approach.

Preliminary budget for fabrication and installation of the signage system. Develop Phasing Plan for priority sign types

Presentation of proposed updated/enhanced signage system. This would include typical sign types and systems, location, size, shape and colors. (Includes Community Review #1)

**TASK 2 DELIVERABLE:** Presentation of 3 design options that establish the overall design direction of the signage program, including basic sign types. In addition an Order of Magnitude Budget and Preliminary Phasing Plan shall be provided. Presented along with Task 1: Wayfinding Analysis

## Task 3 | Programming (Sign Locations and Messages)

*Programming is the detailed planning of each sign location and the associated message. This task takes into consideration the sequential flow and hierarchy of information presented to the user.*

Prepare preliminary sign location plans, typical messages and general sign types.

Site check locations for appropriateness, available space, and general environment conditions. Note: this is a general review only (no field mark-outs). Update plans.

Submittal of a message schedule and sign location plans for review and approval by city representatives and destinations. Update as required (2 Submittals)

Upon general agreement of sign locations and messages, Submit a draft Sign Location Plan and Message Schedule to approving agencies / commissions for review and preliminary approvals.

**TASK 3 DELIVERABLE:** Approved Sign Location Plans and Message Schedule. These are general plans only, detailed site plans and individual placement drawings are provided as part of Task 5 deliverables.

#### Task 4 | Design Development

*Design Development acts a bridge between the conceptual schematic designs and a fully documented signage program.*

Refine the selected option and expand the design across a complete menu of sign types that may be required for the project.

Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, product options, architectural elements, placement standards, potential construction details and mounting method options.

Submit “design development” drawings to fabricators for preliminary pricing and constructability reviews. Value engineer if necessary. Receive cost estimates.

Present for final review and approval, including Community Review #2

**TASK 4 DELIVERABLE: Design Development presentation to Steering Committee, Stakeholders and City Council, this may include a fully developed Sign Family Menu, Photo-Renderings, Material Samples, Color Palettes, Budget Analysis and Phasing Strategy.**

#### Step 5 | Documentation

*Documentation finalizes all the necessary technical drawings and specifications, into a single package that allows for competitive bidding, as well as guidelines for long term maintenance of the program.*

Sign Standards Manual: Design intent drawings indicating, material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

Review in the field all locations with City representatives and other required agencies.

Prepare Final Sign Location Plans and Message Schedule, including sign placement drawings based information gathered in the field.

Prepare final cost estimate based on final design and sign counts.

**TASK 5 DELIVERABLE: Provide Sign Standards Manual, including all construction drawings, sign location plans and message schedules necessary to receive competitive bids from qualified sign vendors.**

## Task 6: Bidding & Construction Administration

MERJE will provide the following services during the implementation phase;

*Bid Review and Construction Administration ensures that the original design intent is maintained through the construction process.*

### Bid Assistance and Review

- Attend Pre-Bid Meeting (via teleconference)
- Respond to Requests For Information (RFI's)
- Provide information necessary for client to release Addendums to Bid
- Review Bids, confirm compliance w/ drawings and unit cost appropriateness
- Check References of preferred vendor(s)

*Note: The client shall coordinate all bid process tasks, including; advertising, administration, receiving of bids and bid results tabulation.*

### Construction Administration

- Field verify final sign placement with the contractor prior to installation
- Attend Construction Meetings (via teleconference)
- Review and approve submittals: shop drawings, material samples, etc.
- Review and assist with graphic layouts
- Provide information during the fabrication and installation process.

**TASK 6 DELIVERABLE: Upon substantial completion of the signage, punch-list (on-site) all items that must be completed and/or corrected prior to final acceptance by the client.**



COST PROPOSAL

(see seperate attached



FORMS

(see seperate attached file)



## 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 Found Design LLC (d.b.a. MERJE. ("Contractor").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing paving services

**WHEREAS**, Contractor submitted a response to the City's Invitation to Bid for Wayfinding and Gateway Sign Design, which was selected by the City as the most responsive;

**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 upon one (1) calendar year from the Effective Date, whichever occurs sooner ("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) years from the Effective Date, 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.
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" 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.
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 Indemnatee 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:**

Acting City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)

**With copies to:**

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

**If to the Contractor:**

**ShepCO Paving, Inc.**  
Carter Niecely  
4080 McGinnis Ferry Road  
Suite 203  
Alpharetta, GA 30005  
Phone: 770-777-4704  
Email: [carter@shepcopaving.com](mailto:carter@shepcopaving.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:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_

**EXHIBIT A**  
**SERVICES/ SCOPE OF WORK**

The successful firm is expected to provide the following:

- The consultant will work with City staff to seek input from stakeholders with interest in community culture, local businesses, visitor destinations, and economic development. The consultant's role will be to carry out the scope of work described below. It is anticipated that the selected consultant will use a combination of GIS mapping, illustrative graphics, and written narrative for each of the identified tasks. The proposal should clearly identify the method for documenting or illustrating the deliverables for each task. The consultant may modify the desired scope of work presented if, based on his/her professional expertise and knowledge, he/she can provide an approach that will more effectively address the goals of this project. However, the consultant shall not delete any requested scope of work tasks unless explicitly noted.
- It is anticipated that the consultant shall establish a clear and consistent communication framework for the duration of the project. The proposed scope of work should include an effective project management approach that includes regular project updates and coordination between consultant team members. If this proposal involves a team of consultants, the lead firm and designated project manager shall be clearly identified.

### *TASK 1: INVENTORY AND ASSESSMENT*

- Conduct an assessment of current citywide wayfinding signage and entry signage;
- Identify landmark and destination points throughout the City (place making); and
- Identify audience, their specific needs and potential wayfinding difficulties;
- Conduct background research of existing studies/plans and signage;
- Inventory principal destinations;
- Review all modes of transportation and preferred routes and identify destination points;
- Identify areas where sign clutter is a concern.

### *TASK 2: RECOMMEND GATEWAY/WAYFINDING POLICIES AND CRITERIA*

- Review existing signage/branding systems of local sites and organizations;
- Recommend a possible hierarchy of wayfinding classes that may be used to guide design, content, and location of wayfinding types (e.g. directional, automobile, pedestrian, informational, interpretive, etc.);
- Recommend a hierarchy of messaging (i.e. the guidelines for order of placement on signage).

### *TASK 3: DESIGN STANDARDS*

- Establish graphic design standards for new wayfinding;
- Develop an attractive, readable, and easily understood design;
- Where appropriate, provide guidance on integrating existing City branding (logos and/or tag lines);
- Recommend wayfinding design types that should be added, replaced, or consolidated. Design types should be sensitive

to issues of clutter, maintenance, budget and change over time;

- Using aerial imagery and/or GIS resources, create a map of recommended entry wayfinding signage locations for pedestrians, cyclists and motorists;
- Explain and provide a detail description of the recommended signage types, placement etc.; and
- Provide a cost analysis to fabricate and implement recommendations.

Item XIII. c.

#### *TASK 4: WAYFINDING PLAN*

- Develop a consistent and standardized wayfinding plan that will enable the City to provide easily understood and comprehensive direction to visitors and residents. The plan should incorporate the recommended policies and criteria identified in Task 2 and should also identify proposed locations for different wayfinding classification types.
- Develop a themed sign program that is representative of, and associated with the City of Stonecrest;
- Recommend design standards for wayfinding elements that are reflective of the City's identity and consistent in color palette(s), font families, materials, architectural elements, and graphics;
- Provide four (4) design concepts of signs, and/or other wayfinding elements for pedestrians, cyclists, and motorists for review by City staff;
- Upon selection of preferred design, submit one (1) final design drawing to include color specifications, fonts, exact dimensions, letter heights, materials, mounting details, and material performance standards with written statements explaining the rationale for design choices for both entrance and wayfinding signs; and
- Presentation on the final design selected during a work session to City of Stonecrest Mayor and Council for their input/feedback.

#### *TASK 5: SIGN SPECIFICATIONS AND BID DOCUMENTS*

- Develop wayfinding design specifications to guide fabrication and installation;
- Assist staff with preparation of bid documents for fabrication and installation of wayfinding components.

### **General Requirements and Qualifications**

Qualifications will be considered from any professional vendor with experience and success in administering afterschool programs within the past five (5) years.

**EXHIBIT B**  
**COST PROPOSAL**  
(ATTACHED)

COST PROPOSAL



## COMPENSATION

Thank you for considering MERJE for the development of your wayfinding program. I hope you have found the Scope of Work to be reflective of your requirements and expected deliverables of the system. We are deeply appreciative of this opportunity and based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following compensation:

Please note, as suggested, we are providing a comprehensive approach to the program. We would welcome the opportunity to discuss both the fees and scope of work with you in more detail.

BASE PROJECT	FEE
1. Wayfinding Assessment	\$ 12,450
2. Schematic Design	\$ 12,500
3. Programming	\$ 16,000
4. Design Development	\$ 12,000
5. Documentation	\$ 14,000
Reimbursables	<u>\$ 8,000</u>
TOTAL LUMP SUM FEE	\$ 74,950

Note: Reimbursable expenses for travel are included in the Total Lump Sum Fee

OPTIONAL SERVICES	FEE
Bid Review and Construction Administration	\$14,000 - \$18,000*
Structural, Electrical or Civil Engineering	To Be Determined*
Orientation Map	\$ 7,500
Additional Meetings (per person/per day)	\$ 1,320 (+ travel)

\* Scope and Fee will depend on complexity and quantity of sign locations.

## HOURLY BILLING RATES

Principal In Charge	\$ 165	Project Coordination and Presentations
Senior Designer	\$ 125	Lead Designer and Presentations
Graphic Designer	\$ 110	Design Assistance, Field Work & Production

Jr. Designer                      \$ 90                      Production / Field Assistance

## REIMBURSABLE EXPENSES

Reimbursable expenses are included in the basic compensation outlined above. These expenses include, but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, first-class mail, special overnight mail and delivery services.

## POTENTIAL ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Bid Review and Construction Administration
- Structural, Electrical or Civil Engineering
- Meetings / Presentations beyond those outlined in this proposal
- Interpretive Signage for historic areas (scope, quantity to be determined)
- Design of print material design, websites or other non-signage wayfinding tools
- Design of wall murals, super graphics or other sign types outside the agreed upon menu.
- Landscape or Lighting Design
- Documentation and Specification of Highway Signage
- Mobile Phone Applications and other Digital Tools

## 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.

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

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

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

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

## DRUG FREE WORKPLACE

Item XIII. c.

I hereby certify that I am a principal and duly authorized representative of  
Found Design, LLC (d.b.a. MERJE), (“Contractor”), whose address is  
120 N. Church St., Suite 208, West Chester, PA 19380

\_\_\_\_\_, 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, (no subcontractors / not \_\_\_\_\_ 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: John Bosio

Date: 12/19/2022

Signature:



Title: Partner

**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



# **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: Found Design, LLC (d.b.a. MERJE)  
 Address: 120 N. Church St, Suite 208  
West Chester, PA

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 contracting with the City of Stonecrest 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 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.

785788

E Verify™ Company Identification Number

5/28/2014

Date of Authorization

[Signature]  
 BY: Authorized Officer or Agent  
 (Name of Person or Entity)

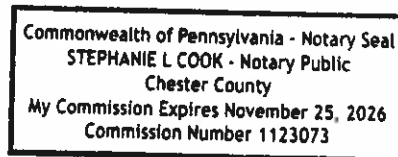
12/19/22  
 Date

SUBSCRIBED AND SWORN BEFORE  
 ME ON THIS THE

19 DAY OF December, 2022

[Signature]  
 Notary Public

My Commission Expires: 11/25/24



[NOTARY SEAL]

\* 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



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Hazardous Mitigation Plan Resolution**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

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

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Countywide Hazardous Mitigation Plan aims to reduce loss of life and decrease property losses due to the occurrence of natural disasters within the planning area and provide a framework and coordination to encourage government, and both public and private sector organizations at all levels, to undertake mitigation and to minimize potential disasters and to employ mitigation strategies in the recovery following disasters.

**FACTS:** The 2022 Hazard Mitigation plan was developed to revise previous 2016 version. That version would not have included the City as it was incorporated after that time period. The formal adoption and implementation of a federally approved hazardous mitigation plan provides benefits to DeKalb County and participating jurisdictions. The identifying problems and possibilities in advance of natural disasters, the planning area will be in a better position to obtain hazard mitigation funding from the Federal Emergency Management Agency (FEMA). This may include both pre- and post- disaster financial assistance. By adopting this resolution demonstrates Stonecrest's commitment to the hazard mitigation and to reduce or



## CITY COUNCIL AGENDA ITEM

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eliminate long term risk to people and property in Stonecrest from the impacts of future hazards and disasters.

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

**RECOMMENDED ACTION:** Adoption of Resolution

**ATTACHMENTS:**

- (1) Attachment 1 - Resolution
- (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.](#)

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

3  
4 **RESOLUTION NO. \_\_\_\_\_**  
5

6 **A RESOLUTION BY THE CITY OF STONECREST, GEORGIA ADOPTING THE 2023**  
7 **DEKALB COUNTY HAZARD MITIGATION PLAN; AND FOR OTHER PURPOSES.**

8 **WHEREAS,** the Mayor and Council of Stonecrest, Georgia (“City Council”)  
9 recognizes the threat that natural hazards pose to people and property within the City of  
10 Stonecrest (“City”); and

11 **WHEREAS,** the DeKalb County has prepared a multi-hazard  
12 mitigation plan, hereby known as The 2023 Dekalb County Hazard  
13 Mitigation Plan in accordance with the Disaster Mitigation Act of  
14 2000; and

15 **WHEREAS,** 2023 Dekalb County Hazard Mitigation Plan identifies mitigation goals  
16 and actions to reduce or eliminate long-term risk to people and property in the City from the  
17 impacts of future hazards and disasters; and

18 **WHEREAS,** adoption by the City demonstrates their commitment to the hazard  
19 mitigation and achieving the goals outlined in the 2023 Dekalb County Hazard Mitigation Plan.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STONECREST,**  
21 **GEORGIA, THAT:**

22 Section 1. In accordance with Disaster Mitigation Act of 2000, the City of Stonecrest adopts the  
23 2023 Dekalb County Hazard Mitigation Plan.

24

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

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

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

31

32 **RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**CITY OF STONECREST, GEORGIA**

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

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**ATTEST:**

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

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**APPROVED AS TO FORM:**

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

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## CITY COUNCIL AGENDA ITEM

### SUBJECT: ARPA Allocation Recommendations

#### 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:** Monday, February 13, 2023

**Current Council Meeting:** Monday, February 27, 2023

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

**PRESENTER:** Gia Scruggs

**PURPOSE:** Staff would like to present Council with recommendations for ARPA funds

**FACTS:** The Acting City Manager would like to provide recommendation for spending plan for unallocated ARPA funding.

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



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Salem Park – Parking Lot Design**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Gia Scruggs, Finance Director for Engineering and Park Department

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Finance Department published a solicitation 2022-22 on November 21, 2022. This solicitation closed on January 4, 2023.

**FACTS:** The Finance Department had a total of five proposals from BM&K, PC., Falcon Design Consultants, LLC., Lowe Engineers, LLC., Nandina, Inc. and Stantec. The evaluation committee scored the evaluations based on the criteria set forth in the solicitation. The evaluation committee scored as the preferred vendor. The Stantec was selected as the most responsive. The proposal amount is \$43,000. The funding for this will come from SPLOST – Park Improvements – Salem Park – Parking Lot Design/Construction. The recommended action is approval of this recommendation.

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

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Proposal
- (3) Attachment 3 - Draft Agreement
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

SALEM PARK - PARKING LOT DESIGN  
EVALUATION SUMMARY

Item XIII. f.

SALEM PARK - PARKING LOT DESIGN RFP No. 2022-022		BM&K, PC	FALCON DESIGN CONSULTANTS, LLC	LOWE ENGINEERING, LLC	NANDINA, INC	STANTEC
Section 1 - Qualifications and Experience	Maximum Points					
<b>Total Section 1</b>		220	228	219	204	238

REQUEST FOR PROPOSAL NO. 2022-22  
SALEM PARK – PARKING LOT DESIGN

Item XIII. f.

SUBMISSION COVERSHEET

COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW

**REQUEST FOR PROPOSAL  
No. 2022-022**

**SALEM PARK – PARKING LOT DESIGN**

Company Name	Stantec Consulting Services, Inc.		
Contact Person	Kevin Clark, P.E., Senior Associate		
Address	229 Peachtree Street NE, Suite 1900, Atlanta, Georgia, 30303-1629		
Email	kevin.clark@stantec.com	Phone	678.719.9661

**You must complete and submit copies of the following items:**

1. **SUBMISSION COVERSHEET** (this completed document)
2. **PROVIDE ALL INFORMATION** for services proposed.
3. **REFERENCES and CLIENTS LIST** (completed reference and client list form)
4. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit**
5. **COST PROPOSAL FORMS.** Complete the Cost Proposal form(s) VIA BIDNET

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this RFP.

Signature of Person Authorized to Sign on Behalf of the Offeror:



Printed Name/Title:

Kevin Clark, P.E. Senior Associate



## **CITY OF STONECREST**

### **RFP # 2022-022**

Request for Proposal for

## **SALEM PARK - PARKING LOT EXPANSION**

January 4, 2022

### **Stantec Consulting Services Inc.**

229 Peachtree St NE, Ste 1900 Atlanta, GA 30303

stantec.com | T: (770) 493-0450

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SUBMISSION COVER SHEET

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Donaldson Bannister Farm Parking  
Lot Expansion and Site Upgrades

# 01 COVER LETTER

Item XIII. f.



**Stantec Consulting Services Inc.**  
229 Peachtree Street NE, Suite 1900  
Atlanta GA 30303-1629

January 4, 2023

**Gia Scruggs, Acting City Manager-Finance Director**  
3120 Stonecrest Blvd  
Suite 190  
Stonecrest, Ga 30038

Greetings Ms. Scruggs,

**Reference: Salem Park - Parking Lot Expansion RFP**

We are very excited about the opportunity to provide the City of Stonecrest with Engineering Design services for the expansion associated with Salem Park. Our engaged team of engineers and technical professionals have the expertise and availability to complete this project within budget and schedule.

Our team has completed numerous similar projects for parks and recreation facilities as well as with similar public and commercial sites with similar needs. We believe our experience and approach are a benefit to the City of Stonecrest to provide consistent communication and reliable deliverables.

The benefit that you get with our team is that we see ourselves a partner to the City of Stonecrest meaning we anticipate being present well after our last invoice to ensure implementation and success of the project and the community.

Stantec is an international company with offices around the United States. Our Atlanta office has close to 100 skilled professional who report in. While many of our team come from all over the Metro Atlanta area, Stantec's main office is located in downtown Atlanta at 229 Peachtree Road, International Tower, Suite 1900, Atlanta, Ga 30303. We do have satellite offices in Alpharetta, Georgia.

I will serve as the main contact for this project as an authorized officer of the company to execute any agreements.

Best regards,

**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in blue ink, appearing to read "Kevin Clark", written in a cursive style.

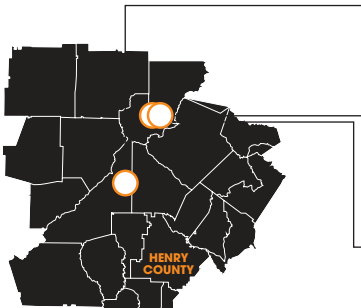
**Kevin Clark**  
Senior Engineer, Senior Associate  
Phone: (770) 791-9661  
Kevin.clark@stantec.com

# 02 EXECUTIVE SUMMARY

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<b>Firm Name</b>	Stantec Consulting Services Inc.		
<b>Firm Headquarters Address</b>	400-10220 103 Avenue NW Edmonton, Alberta, Canada, T5J 0K4*		
<b>Lead Principal</b>	Jeff Rice, PE		
<b>Primary Contact</b>	<b>Kevin Clark, PE</b> Senior Associate	Phone: (678) 987-5861 Fax: (404) 688-4084 <a href="mailto:kevin.clark@stantec.com">kevin.clark@stantec.com</a>	
	<b>Atlanta Office</b> 229 Peachtree St NE Suite 1900 Atlanta, GA 30303	<b>Alpharetta Office (Royal)</b> 3157 Royal Drive Suite 250 Alpharetta, GA 30022	<b>Alpharetta Office (Westside)</b> 10745 Westside Way Suite 250 Alpharetta, GA 30009

**Georgia Addresses**



**Principal Business Office**  
229 Peachtree Street NE, Ste. 1900  
Atlanta, GA 30303

**Local Office Locations**

- 3157 Royal Drive, Ste. 250  
Alpharetta, GA 30022
- 10745 Westside Way, Ste. 250  
Alpharetta, GA 30009

STANTEC is committed and prepared to deliver the project:

- 1. On Schedule
- 2. Within budget
- 3. With the highest quality

## SCHEDULE, TIMELINESS, AND AVAILABILITY MATTER

- Full roster of personnel and discipline experts with availability and readiness
- Schedule and completion in a timely manner is our top priority
- Program and project managers that provide Quality Assurance for efficient and accurate deliverables
- Plethora of national resources if uncertainty or unexpected conditions arise

## STANTEC'S COMMITMENT TO THE CITY OF STONECREST

- Stantec enters into this project as a partner with the city with matching goals and objectives
- Quality Product-Our quality control is rigorous and effective for internal and external deliverables
- Team of Experts at your side to guide you through the process
- Project Management that takes heavy lifting off city staff
- Team that wants to deliver and implement the project and be proud of the final result.
- Relationship-Team that will be around now and in the future with a lasting partnership
- Responsive Nature-While our office is close, we are a team that prides itself on its responsiveness whether through email, phone, or text. The city will not be left with lingering uncertainties.

# 03 EVALUATION AND SELECTION CRITERIA

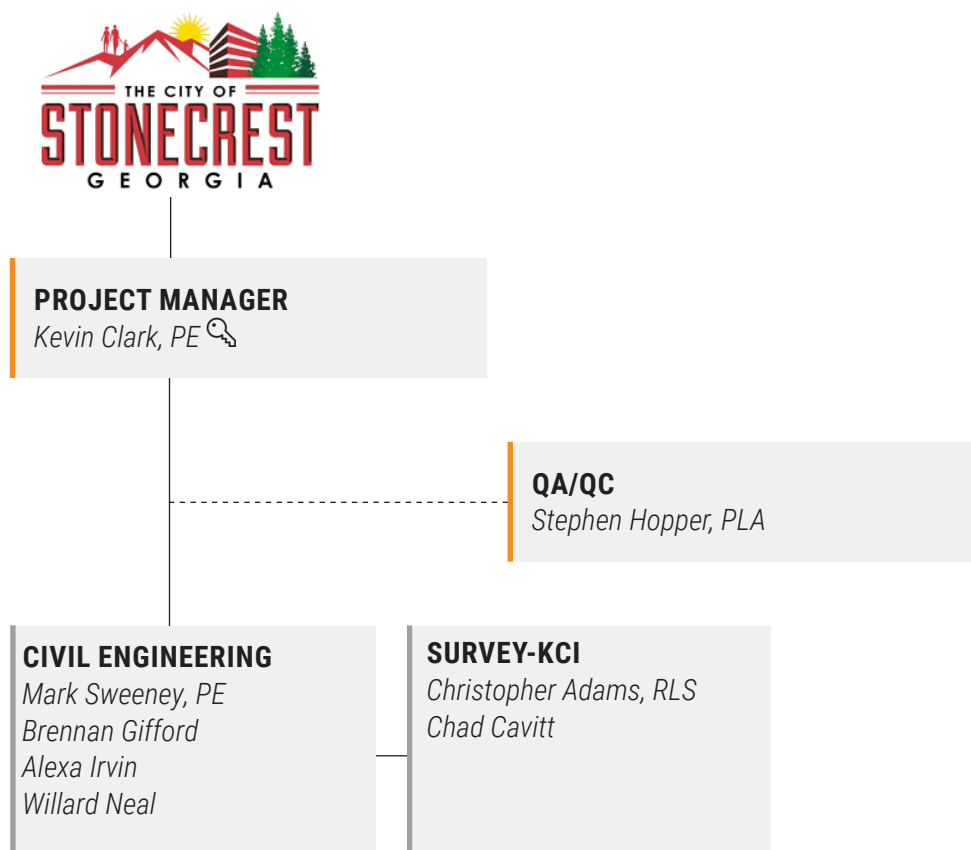
## a. Project Personnel

### Organizational Chart

We are better together. We take that core value seriously here at Stantec. That's why we have assembled a strong team of our top experts and project managers to provide you with the best project experience possible. Our intention is to deliver a focused process that facilitates the successful completion of your project today and helps you move confidently toward tomorrow. Leading this contract is Project Manager, Kevin Clark, PE who will be supported by a team of skilled professionals. The following chart outlines roles and responsibilities of the Stantec team. We've also included brief resumes of our team members so you can get to know a little bit more about them and their individual qualifications.

Our team has the projected availability and experience to meet your needs across disciplines.

Our team will include one sub-contractor providing survey services, KCI Technologies. Inc.





# KEVIN CLARK PE

## KEY PERSONNEL PROJECT MANAGER

### → Education

- BS Civil Engineering Technology, Southern Poly

### Relevant Registration

Professional Engineer  
Georgia

Kevin serves as a key team project manager throughout the Southeast. He has a record of effectively managing numerous projects and project types within budget and on schedule. His clients are consistently encouraged by his willingness and readiness to communicate effectively early and often. He prides himself as keeping long term relationships with his clients in an effort to provide client satisfaction and continued success for the development of the communities he works in.

Kevin also serves as a lead civil engineer for hydrology related projects. He will focus on stormwater management. Kevin brings extensive knowledge of both best stormwater management practices allows him to facilitate solutions and mitigate concerns with confidence. Kevin's project management experience allows to also fully understand the impacts of budget, schedule, and scope. His experience includes stormwater design, MS4 reporting, drainage basin mapping, and erosion control mitigation.

Kevin has specifically managed and led numerous park and parking lot capacity projects that serve the communities he works in with multiple benefits. He is well versed in considering all implications including utilities, stormwater, accessibility, and maneuverability. He also works diligently to mitigate impacts during the construction process to ensure the client's vision is fully realized.

### → Experience

- Forsyth County Courthouse ADA Parking, Forsyth County, Georgia
- Forsyth County Trailhead Parking Lot, Big Creek Trail, Forsyth County, Ga
- CDL Parking Lot, Chattahoochee Tech, Austell, Ga
- Lynnbrook Park Site Enhancements, Chattanooga, Tn
- Custer Park Concept Plan, Atlanta, Ga
- University of North Georgia Parking Lot and Site Expansion, Cumming, Georgia
- Cherokee County Public Works Parking Lot Remediation and Expansion, Cherokee County, Ga
- Halcyon Development Site and Parking Improvements, Cumming, Ga
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA
- Spalding Drive & Mt. Vernon Road Intersection Improvement, Sandy Springs, GA
- Holly Springs Towne Center, Holly Springs, Georgia
- Reservoir Drive, Canton, Georgia
- Mission Road, Bartow County, Georgia
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA,
- Keeter Road, Cherokee County, Georgia
- Botany Way, Dalton, Georgia
- John West Road MS4, Douglas County, Georgia
- Spaulding Drive MS4, Dunwoody, Georgia
- Shallowford Road, Doraville, GA

\* denotes projects completed with other firms



**MARK  
SWEENEY**  
PE, PMP

#### → Education

University of Central Florida  
MS, Civil Engineering

University of Central Florida  
Transportation Engineering  
Graduate Certificate

Pennsylvania State University  
BS, Civil Engineering

#### → Relevant Registration

Professional Engineer #043869,  
State of Georgia

#### KEY PERSONNEL CIVIL ENGINEER

GSWCC Level II Design  
Professional No. 86228

Mark is a civil engineer with 28 years of experience. He has extensive client management experience acquired by leading initiatives for city, municipal, and regulatory agencies. Throughout his career, he has served as a project manager and project engineer, ensuring that his client's goals are in alignment with the scope, budget, and schedules. Identifying appropriate and available resources, engaging stakeholders, and providing timely communications are essential components of all he does. He's committed to being responsive to clients, stakeholders, and team members, and he prioritizes keeping communications open and ongoing.

Previously, Mark served as city engineer for several North Dakota cities and oversaw numerous capital improvement projects including site development, city streets, water distribution systems, drainage facilities, and water storage. In addition, Mark's civil engineering experience includes private commercial, residential and industrial site development, stormwater management, sanitary collection design. He has also worked on roadway design and construction administration.

#### → Experience

- Donaldson Bannister Farm Parking Lot Expansion, Dunwoody, Ga
- Lynnbrook Park Expansion, Chattanooga, Tn
- Cleveland State Community College Parking Lot Entrance and Plaza Expansion, Cleveland, Tn
- Auto Nation Parking Lot, Dekalb County, Georgia
- Little River Falls Parking Lot Expansion, National Parks Services, Al
- Irvin Tissue Site and Parking Lot, Macon, Ga



**STEPHEN  
HOPPER**  
PLA

#### → Education

BLA, University of Georgia

#### → Relevant Registrations

Professional Landscape  
Architect #1651, Georgia

SITES AP

#### KEY PERSONNEL QAQC

Stephen is a landscape architect with 16 years of design and project management experience. Stephen has led and assisted numerous teams to successfully implement multiple parks and site development projects. His project experience brings an attention to detail that ensures all aspects of the necessary design are considered. He has a passion for creating, improving, and enhancing spaces. This inspires him to build contextually sensitive environments that also balance the needs of the public and private realms. His expertise spans many facets of including bicycle and pedestrian paths, community planning, institutional development, recreation master planning and development, streetscapes, and urban design.

#### → Experience

- Donaldson Bannister Historic House Parking Lot Expansion, Dunwoody, Ga
- Cleveland State Community College Parking Lot Expansion, Cleveland, Tn
- Stone Mountain Permeable Paver Parking Lot Expansion, Stone Mountain, Ga
- University of North Georgia Parking Lot Expansion, Forsyth, Ga
- Henderson Park Expansion and Phase II, Tucker, G
- Lynnbrook Park Expansion, Chattanooga, Tn
- Ashley Furniture, Stonecrest, Ga
- Depot Street Parking Lot Park Expansion, Marietta, Ga
- Forsyth County Trailhead, Stormwater, Parking Lot, Forsyth County, Georgia
- Auto Nation Parking Lot, Dekalb County, Georgia
- Little River Falls Parking Lot Expansion, National Parks Services, Al
- Irvin Tissue Site and Parking Lot, Macon, Ga

## b. Project Experience

# FORSYTH COUNTY COURTHOUSE ADA PARKING

Forsyth County, Georgia

Stantec staff provided design and construction administration services for a retrofit parking lots project in downtown Cumming next to the Forsyth County Courthouse. The courthouse did not have easily accessible ADA parking, and the county found many folks of varying need were struggling to access the public building. Forsyth contracted Stantec to design an accessible parking lot and route within ADA standards in between the court house and the public road. This includes accessible entrances and exit drive, relocating existing city sidewalks, underground detention and water quality systems. The project has been constructed and users of all capabilities can easily access the courthouse.

**Client Name** Jericho Design Group  
**Project Timeline** 2020-2021  
**Client Contact**  
 Doug Shaw, Owner  
 470.520.1043  
 dshaw@jericho-design.com



# ALL SAINTS CATHOLIC CHURCH PARKING LOT EXPANSION

Dunwoody, Georgia



**Client Name** Smith Boland Architects  
**Project Timeline** 2021-2022  
**Client Contact** Michael Boland, AIA  
 770-435-3080  
 michael@smithboland.com

All Saints Catholic Church is expanding as their need for additional facilities also included more capacity for parking and accessible routing of visitors to the Church. Stantec was hired to provide civil engineering services for the parking lot expansion as well as to consider related stormwater containment and release. The design was integrated into the overall architectural and structural improvements that the Church is implementing at the same time. In some cases, tight and narrow through-ways were mitigated with unique design solutions that allow the parking lot to still function as anticipated. Construction is planned for Summer of 2023.

# DONALDSON-BANNISTER FARM PARKING LOT EXPANSION

Dunwoody, Georgia

**Client Name** Dunwoody Preservation Trust  
**Project Timeline** 2019-2020  
**Client Contact** Jim Williams, President  
 770.668.0401  
 jim@dunwoodypt.org

Stantec was originally hired to provide a complete site restoration and site amenity package to the historic and recreational property that included pathways, seating, parking, and new roads. After completion, Stantec was rehired to provide design of a parking lot expansion for the building capacity expansion of the property to provide additional capacity. The proposed area had many drainage issues on a slope. Stantec provided civil engineering services for the parking area as well as detailed stormwater and utility coordination to ensure the lasting success of the parking area. Concise effort was given to ensure ADA accessibility of the parking lot as well as access to the other areas that the farm has to offer. Paths and drainage routes were implemented to mitigate existing conditions. The project was constructed in 2020.

## c. Project Understanding and Approach

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### Understanding

Stantec understands how public spaces and mobility accessibility are interconnected and dependent upon one another. The expanded capacity for parking at Salem Park will promote the recreational use for the entire community. Stonecrest recreational opportunities are fantastic places for the community to join and partake in their natural environment. Salem Park provides many opportunities for varying levels of recreation and access. This parking lot expansion and site upgrade will allow users to more efficiently connect with what the park has to offer.

### Approach

**Project Management** - Stantec is a team-oriented group. When our team joins with you all, a true partnership is formed that promotes the growth of a healthy community. We will kick-off that relationship by creating a Project Management Team (PMT) with Stantec and city staff as well as any identified stakeholders or key members. The PMT will then finalize the schedule and anticipated deliverables within the project framework. All decisions and processes will go through the PMT to ensure all parties are effectively informed and agreed.

**Survey** - Concurrently, Stantec will release our survey partner KCI Technologies for site survey to gather all required site and topographic information that allows our team to start analyzing the existing conditions and inform our preliminary design process. T2 will survey the site boundary as well as the area required to complete design services near the basketball courts, parking lot, and stormwater ponds. Existing survey will include existing utilities and edge of roadway and r/w adjacent to Salem Road.

**Concept** - Stantec will then begin to figure preliminary design with opportunities and constraints that can be communicated with the city prior further development. If appropriate, 2 developed concepts will be brought to the PMT during a Concept Development meeting where final direction can be confirmed with all proposed improvements. Certain considerations will be given to basketball court orientation, parking lot layout and capacity, stormwater conveyance, and existing utilities. The existing stormwater pond will be studied for the additional runoff from the parking lot and resized as appropriate.

**Construction Plans** - Our team of engineers will then go to work to develop these concepts into working construction drawings that include the necessary information to implement and construct the project. This will include all detailed construction drawings including existing conditions, site, grading, and erosion control plans as well

as any stormwater or utility profiles that will be utilized for construction. As required final specifications and plans will be delivered to the city for bidding and construction.

**Permitting** - As the plans go into final development and the PMT is comfortable with the anticipated deliverable, Stantec will begin to permit the project through the City of Stonecrest permitting process. Any required updates, edits, or revisions that the city may need will be adjusted and addressed during this time. Stantec prides itself as working with the permitting team efficiently and effectively to meet all schedules.

### **Construction Administration and Related Services** -

As mentioned, Stantec is a partner in this process. If requested/or as needed, Stantec can be involved during the construction process. Stantec can assist with the bidding and contractor selection process as well as answer RFI's and respond with Addendum if needed. During the construction phase, Stantec can be virtual attendees of agreed upon progress meetings and approve any shop drawings. These services are for the benefit of the city to ensure that the anticipated goals and objectives of the project are being delivered in the manner that are anticipated. Stantec shares the desire with the city to see a final implemented project that is delivered and also gives value to the local community around it.



*Cleveland State Community College Parking Lot and Plaza Improvements, Cleveland, Tennessee*

## d. COST PROPOSAL

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### REQUEST FOR PROPOSAL NO. 2022-22 SALEM PARK – PARKING LOT DESIGN

#### COST PROPOSAL SCHEDULE

Please provide the fee proposal. If more services are needed based on our findings during design, those services and work will be done under an additional service agreement.

Survey (lump sum)	\$ 15,000
Civil Site Plan Design (lump sum)	\$ 16,000
Permitting through City of Stonecrest (lump sum)	\$ 10,000
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$ 2,000
Total Cost Proposal	\$ 43,000

Submit electronically via Bidnet

	Project Manager	Sr. Engineer	Engineer	Technician	Admin
<b>Hourly Rates (hourly)</b>	\$ 219.00	\$ 198.00	\$ 173.00	\$ 122.00	\$ 111.00
<b>Tasks</b>	<b>Anticipated Hours</b>				
Survey					Lump Sum
Civil Site Design	10	5	40	40	5
Permitting	10	5	20	20	10
Reimbursement			Time and Materials not to Exceed		
Construction Administration (as requested)			Time and Materials Per Hourly Rates		

# 04 REFERENCES

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## REQUEST FOR PROPOSAL NO. 2022-22 SALEM PARK – PARKING LOT DESIGN

### REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company:	Jericho Design Group, LLC
Address:	208 Pirkle Ferry Road, Suite C
	Cumming, GA 30040
Phone Number:	470.520.1043
E-mail Address:	dshaw@jericho-design.com
Contact Name:	Doug Shaw, AIA Managing Member/Owner

Name of Company:	Smith Boland Architects
Address:	532 Roselane St NW Suite 310
	Marietta, Ga 30060
Phone Number:	770.435.3080
E-mail Address:	michael@smithboland.com
Contact:	Michael Boland, Partner

Name of Company:	Dunwoody Preservation Trust Inc., Donaldson Bannister Farm
Address:	PO Box 888658
	Dunwoody, Ga 30356
Phone Number:	770.668.0401
E-mail Address:	jim@dunwoodypt.org
Contact:	Jim Williams, President

## DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **Stantec Consulting Services, Inc.**, (“Contractor”), whose address is **229 Peachtree Street NE, Suite 1900 Atlanta, Georgia, 30303-1629**

\_\_\_\_\_, 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, **Stantec Consulting Services, Inc.** 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: **Stantec Consulting Services, Inc.**

Date: **01/03/2023**

Signature: 

Title: **Senior Associate**

## REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information, as needed, or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name Stantec Consulting Services, Inc.

Applicant Address 229 Peachtree Street NE, Suite 1900, Atlanta, Georgia, 30303-1629

Applicant Phone 770.719.9661 Email kevin.clark@stantec.com

The Corporation ) is a Legal Entity:

- ☐ Individual(s) If multiple, identify
- ☒ Corporation
- ☐ LLC
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Partnership
- ☐ Other (Identify Other) \_\_\_\_\_

If not a Georgia corporation/partnership, state where organized: \_\_\_\_\_

**(Attach current corporation documentation.)**

### Management TEAM

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Other Members \_\_\_\_\_

Other Members \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

**Not Applicable**

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2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

**Not Applicable**

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3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

**Not Applicable**

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4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

**Not Applicable**

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(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.



Authorized Signature of Responder

01/03/2023

Date

3120 Stonecrest Blvd, Stonecrest, Georgia, 30038 · 770-224-0200 · [www.stonecrestga.gov](http://www.stonecrestga.gov) 17

**CERTIFICATE AND ACKNOWLEDGEMENT**

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- ☐ YES ☒ NO Delinquent in the payment of taxes due to the City of Stonecrest.
- ☐ YES ☒ NO Building or health code violations on property owned that is not being actively abated;
- ☐ YES ☒ NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- ☐ YES ☒ NO Have any outstanding judgments or debts to the City;
- ☐ YES ☒ NO Have no past due loan(s) with the City;
- ☐ YES ☒ NO Been subject to a foreclosure within the previous ten (10) years;
- ☒ YES ☐ NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- ☐ YES ☒ NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I Kevin Clark, P.E. as Authorized Representative for Stantec Consulting Services, Inc., hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.



Authorized Signature of Responder

01/03/2023

Date

Kevin Clark, P.E.

Print or type name

Authorized Signature of Responder

Date

Print or type name

2022-22

Proposal Number

## Statement explaining the litigation from Certificate and Acknowledgment Form:

Professional Liability Claims History Statement There are no judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Practice & Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

## REQUEST FOR PROPOSAL CHECKLIST

It is the Proposer's responsibility to read the RFP fully to determine all necessary information/documents are submitted in order for the Proposal to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: \_\_\_\_\_

PROPOSAL NO: \_\_\_\_\_

- ☐ The proposal has been signed by an authorized principal or authorized official of the firm.
- ☐ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ☐ We are prepared to provide the insurance required in this solicitation.
- ☐ Completion of Conflict of Interest Disclosure
- ☐ Completed Certificate and Acknowledgement
- ☐ We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- ☐ We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \***Immigration and Security Form**
  - \***Sub-Contractor Affidavit**
  - \* **Affidavit**

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**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 3rd day of Jan, 2023

Stantec Consulting Services Inc.

(Name of Organization)

Senior Associate

(Title of Person Signing)



(Signature)

2022-22 Salem Park Parking Lot Design

(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

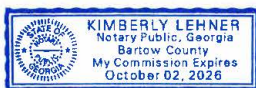
COUNTY OF Bartow )

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

Subscribed and sworn to me this 3rd day of January, 2023.



Notary Public Signature



My Commission Expires: October 2, 2026



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Stantec Consulting Services, Inc.

Address: 229 Peachtree Street NE, Suite 1900  
Atlanta, Georgia 30303-1629

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Stonecrest 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 established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

48737

E Verify™ Company Identification Number

06/19/2007

Date of Authorization



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

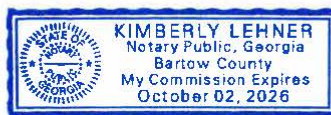
01/03/2023

Date

SUBSCRIBED AND SWORN BEFORE  
 ME ON THIS THE

3rd DAY OF January, 2023

  
 Notary Public



My Commission Expires: 10/02/2026

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

## 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 Stantec Consulting Services, Inc.. ("Contractor").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing paving services.

**WHEREAS**, Contractor submitted a response to the City's Request for Proposal 2022-022, 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 October 31, 2023 ("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, 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 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 Indemnatee 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:**

Acting City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)

**With copies to:**

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

**If to the Contractor:**

Stantec Consulting Services, Inc.  
229 Peachtree St. NE Suite 1900  
Atlanta, GA 30303-1629

**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:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**SERVICES/ SCOPE OF WORK**

## II. SCOPE OF WORK

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### PROJECT UNDERSTANDING:

The project property consists of one (1) parcel of land, 5290 Salem Road, parcel ID 16 044 03 003 located in the city of Stonecrest, Georgia. The parcel area totals 11.45 acres and is currently utilized as Salem Park. The proposed project consists of improving the existing parking lot by expanding its footprint, retrofitting the existing detention pond to handle the additional runoff. Also, the existing basketball court will be demolished, and a new court will be located closer to the proposed parking area and away from the existing playground areas. A topographic survey to include topography, boundary, trees, and utilities will be required for the basis of the design documents.

### SURVEYING:

A boundary survey is required and topographic survey to be used as the basis of the civil engineering design. All site features to be located as well as storm, sanitary sewer, water structures with elevations. All above ground utilities will be shown and a GA811 ticket will be initiated for the project and the utilities marked as a result, will be shown. Known easements and trees greater than 6-inch DBH will be located and shown.

### CIVIL ENGINEERING:

Selected firm will work with the City Engineering staff to develop full civil construction documents to obtain a Land Disturbance Permit from the City. The following documents are included in the deliverables:

1. Cover Sheet (for Civil Engineering design and Land Disturbance permitting)
2. Existing Conditions Plan - depicts the site boundary, adjacent roadways, existing utilities within the site boundary and one structure upstream and downstream of the site, and existing site components and elevations from the site boundary and topography surveys. This will be based on a current survey.
3. Site Plan - layout and dimensions of the proposed parking lot, driveway, parking access, Basketball courts, retaining walls, pedestrian paths, and sidewalks as required by current ADA standards. Areas of different pavement types and thicknesses will be delineated on this plan.
4. Grading and Drainage Plan - contours and spot elevations defining finished grade surface elevations, roadway tie-in elevations, storm drainage structures, conveyance alignments, materials and sizes, and the stormwater/water quality management facilities.
5. Erosion, Sedimentation and Pollution Control Plans - These plans will be prepared on a screened base of the Grading and Drainage Plan. This plan will indicate minimum standards for the required phases of erosion control measures that are anticipated during the construction sequence.
6. Erosion, Sediment and Pollution Control Details -includes typical details for the construction of erosion, sediment, and pollution control devices in accordance with Georgia state and local standards.
7. Utility Profiles - stormwater alignments will be profiled. Crossings of other utilities will also be indicated.
8. Civil Construction Details - includes typical details for construction of site improvements as well as standard details required by the local municipality.
9. Hydrology Study - The stormwater conveyance system will be sized appropriately. It is assumed that a full hydrology report will not be required.
10. Coordination Services - Coordination with the Contractor and other design consultants as required during all phases of the Project. This includes coordination and review meetings with the project manager, contractor, owner, and other consultants as needed.

11. Construction documents: Construction documents to competitively bid the construction project construction cost estimate and responding to RFI's during construction.

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12. Meetings - Attend project meetings as required for the proper implementation of the services and project.

#### EXCLUSIONS:

The following Items are not included in the Scope of Services listed above:

- Traffic Study including signal plans
- Offsite roadway design services
- Offsite utilities design services
- Design of fiber, power, gas, electric utilities
- Easement plats & recordation
- Interparcel access agreement
- Phased construction plans
- Wetlands services
- New Concept Design
- Utility connections to restroom, drinking fountain and other facilities
- Floodplain analysis and delineation
- Construction As-built surveys
- Geotechnical services
- Retaining Wall structural design for walls over 18" height
- Landscape Architecture Services,
- Site signs, and/or way finding design services
- Site lighting design services
- Permit Fees
- Construction Administration Services
- Environmental Study Services

#### **General Requirements and Qualifications**

Qualifications will be considered from any professional vendor with experience and success in administering afterschool programs within the past five (5) years.

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

**EXHIBIT B**  
**COST PROPOSAL**  
(ATTACHED)

## d. COST PROPOSAL

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### REQUEST FOR PROPOSAL NO. 2022-22 SALEM PARK – PARKING LOT DESIGN

#### COST PROPOSAL SCHEDULE

Please provide the fee proposal. If more services are needed based on our findings during design, those services and work will be done under an additional service agreement.

Survey (lump sum)	\$ 15,000
Civil Site Plan Design (lump sum)	\$ 16,000
Permitting through City of Stonecrest (lump Sum)	\$ 10,000
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$ 2,000
Total Cost Proposal	\$ 43,000

**Submit electronically via Bidnet**

	<i>Project Manager</i>	<i>Sr. Engineer</i>	<i>Engineer</i>	<i>Technician</i>	<i>Admin</i>
<b>Hourly Rates (hourly)</b>	\$ 219.00	\$ 198.00	\$ 173.00	\$ 122.00	\$ 111.00
<b>Tasks</b>	<b>Anticipated Hours</b>				
Survey					Lump Sum
Civil Site Design	10	5	40	40	5
Permitting	10	5	20	20	10
Reimbursement			Time and Materials not to Exceed		
Construction Administration (as requested)			Time and Materials Per Hourly Rates		

## 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.

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

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

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

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**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  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**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

**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.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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)\_\_\_\_\_  
Date\_\_\_\_\_  
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).

APPENDIX IV  
2023 Street Resurfacing Bid Schedule- Bid Package 1

Pay Item	Description	QTY	Unit	Unit Price	Total Price
150-1001	Traffic Control	1	LS	\$54,500.00	
215-0250	Undercut Excavation and Disposal of Materials (As directed by City Engineer)	25	SY	\$ 193.20	\$ 4,830.00
310-1101	Graded Aggregate Base-Including material (As directed by City Engineer)	25	TN	\$ 100.00	
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	63,000	SY	\$ 3.15	\$198,450.00
402-1802	Recycled /asphalt Concrete Patching using 19 MM Superpave including Bituminous Material & H Lime	1,100	TN	\$ 226.92	\$249,612.00
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	5,300	TN	\$ 132.77	
413-1000	Bitum Tack Coat	2,750	GL	\$ 6.50	
611-8050	Adjust Manhole to Grade	20	EA	\$ 275.00	\$ 5,500.00
611-8140	Adjust Utility valves to Grade	5	EA		\$ 1,100.00
653-0110	Thermoplastic PVMT Marking, Arrow TYPE1		LF	\$ 1,100.00	
653-0120	Thermoplastic PVMT Marking, Arrow TYPE2		LF	\$ 350.00	
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN White		LF	\$ 3.00	
653-1502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	820	LF	\$ 1.15	\$ 943.00
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN White	105	LF	\$ 14.18	\$ 1,500.00
653-1804	Thermoplastic Solid Traffic Stripe, 8 IN White		LF	\$ 5.00	
653-3501	Thermoplastic Solid Traffic Stripe, 5 IN White		GLF	\$ 1.75	
653-3502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow		GLF	\$ 1.75	
	2023 Street Resurfacing Bid	Total Bid Price			1,239,900.90

**ITB 2022-025**  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

Item XIII. f.

I hereby certify that I am a principle and duly authorized representative of SHEPCO PAVING, INC., ("Contractor"), whose address is

4080 **MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005**

\_\_\_\_\_, 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: SHEPCO PAVING, INC.

Date: 01/17/2023

Signature: \_\_\_\_\_

(, T J-f"-J

Title: ESTIMATOR

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**Contractor(s) Name: SHEPCO PAVING, INCAddress: 4080 MGINNIS FERRY RD. STE 203  
ALPHARETTA, GA 30005

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 contracting with the City of Stonecrest 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 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 sub contractor(s) is/are retained to perform such service.

183413

E Verify™ ompany Identification Number

/, ., y l, z \_ /BY: Authorized Officer or Agent  
(Name of Person or Entity)  
**CARTER NICELY**04/02/10

Date of Authorization

01/17/2023

Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE17 DAY OF JANUARY, 2023Sheeh D. Gunes  
Notary Public

[NOTARY SEAL]

NOTARY SEAL  
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o'tAJtp  
EXPIRESMy Commission Expires: 02/20/2024GEORGIA  
FEB. 20, 2024  
Cln \G  
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\* 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



### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Stonecrest (City), requests that interested parties submit formal sealed bids/proposals for the resurfacing of streets within the city. Street locations can be found on the location map provided in this bid package. The list of roads also provided in the Appendix IV.

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

### **GENERAL CONDITIONS**

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Stonecrest ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

### **PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of

this contract shall be substantially completed by March 31, 2023. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.). No lane closures will be allowed on major streets except between the hours of 9:00AM to 4:00PM as noted in the Special Conditions section of this ITB.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by November 30, 2023. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

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

- a) Milling
- b) Patching
- c) Leveling
- d) Resurfacing
- e) Thermoplastic Striping
- f) Raised Pavement Markers

The contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

### **PERMITS AND LICENSES**

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all

notices necessary and incidental to the due and lawful prosecution of the work.

### **MATERIALS**

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

### **PUBLIC NOTIFICATION**

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

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

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

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

### **TRAFFIC CONTROL**

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

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the overall pricing for the project. There is no separate payment item for Traffic Control.

The contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.

The contractor shall be responsible for providing and installing signs at the subdivision entrance, as defined in the Special Conditions section of this ITB. The location and applicability of placing these signs shall be determined by the City. The signs shall remain in place until all contract work (excluding punch list) has been completed and accepted.

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

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

**MILLING**

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

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

All Streets shall be milled 1.5 inches prior to identifying the patching areas.

**REPAIR OF EXISTING PAVEMENT**

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

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

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

**BITUMINOUS TACK COAT**

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

**ASPHALT CONCRETE PAVING**

Topping course shall be 165 LB/SY, 9.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content) as indicated in the bid schedule.

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

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

Load tickets that meet Georgia Department of Transportation Specifications must accompany all

delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

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

### **ADJUSTING UTILITY STRUCTURES TO GRADE**

Contractor(s) shall be responsible for adjusting sewer manholes and water valves within the paving limits. City Engineer, or designee will approve number of locations for each street. A pay item is included in the bid schedule.

### **THERMOPLASTIC PAVEMENT MARKINGS**

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

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

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

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

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

### **SIGNAL SYSTEM REPAIR**

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

Contractor shall immediately notify the City Engineer at (770) 865-5645 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the City Engineer.

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

### **CLEANUP**

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

### **SAFETY**

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

### **SPECIAL CONDITIONS**

1. All streets on this project are required for traffic control. Subdivision Entrance shall have signs placed three (3) days prior to milling. These signs will be 18" X 24" size with the board material, waterproof. No Electronic signs are required. Text will indicate 2023 SPLOST Paving, City of Stonecrest, and e-mail. Specific Graphics will be provided by the City of Stonecrest to the selected Contractors. Number of signs requires are included in the Bid Table.



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Sidewalk Designs – Brownsmill and Covington Hwy Vendor Recommendation**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

**SUBMITTED BY:** Gia Scruggs, Finance Director on behalf Engineering

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Finance Department published a solicitation 2022-23 on December 7, 2022.. This solicitation closed on January 9, 2023. The scope of work was to include design for sidewalks on Brownsmill and Covington Highway.

**FACTS:** The Finance Department had a total of two proposals from BM&K, PC and R.K. Shah & Associates, Inc. The evaluation committee scored the evaluations based on the criteria set forth in the solicitation. The evaluation committee scored R.K. Shah & Associates the most responsive vendor. The cost proposal is for an amount not to exceed \$70,744.50 The funding for this will come from SPLOST – Transportation – Covington Highway and Browns Mill Path. The recommended action is approval.

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

**RECOMMENDED ACTION:** Approve



## CITY COUNCIL AGENDA ITEM

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### ATTACHMENTS:

- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Proposal
- (3) Attachment 3 - Draft Agreement
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

Bid Summary

Item XIII. g.

Item No.	SIDEWALK DESIGN RFP No. 2022-023		BM&K, PC	R.K. Shah & Associates, Inc.
	Section 1 - Qualifications and Experience	Maximum Points		
1	Evaluator 1	25	90	90
2	Evaluator 2	25	67	80
3	Evaluator 3	30	80	85
4				
5				
6				
	<b>Total Section 1</b>		237	255
	(See evaluation scoring guide for instructions)			

**REQUEST FOR PROPOSAL NO. 2022-23**  
SIDEWALK DESIGN

**SUBMISSION COVERSHEET**

**COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW**

**REQUEST FOR PROPOSAL**  
**No. 2022-023**

SIDEWALK DESIGNS

**~~SALEM PARK – PARKING LOT DESIGN~~**

Company Name	R. K. SHAH & ASSOCIATES, INC.		
Contact Person	Raju (Rajendrakumar) K. Shah		
Address	970 Peachtree Industrial Blvd., Suite 200, Suwanee, GA 30024		
Email	raju.shah@rkshah.com	Phone	770-436-5070


**You must complete and submit copies of the following items:**

1. **SUBMISSION COVERSHEET** (this completed document)
2. **PROVIDE ALL INFORMATION** for services proposed.
3. **REFERENCES and CLIENTS LIST** (completed reference and client list form)
4. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit**
5. **COST PROPOSAL FORMS.** Complete the Cost Proposal form(s) VIA BIDNET

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this RFP.

Signature of Person Authorized to Sign on Behalf of the Offeror:

  
\_\_\_\_\_

Printed Name/Title:

Raju (Rajendrakumar) K. Shah / President  
\_\_\_\_\_

STATEMENT OF QUALIFICATION TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES

REQUEST FOR PROPOSAL (RFP) 2022-23  
SIDEWALK DESIGNS



Submitted To:



**City of Stonecrest**  
**Department of Purchasing and Contracting**  
3120 Stonecrest Blvd  
Stonecrest, GA 30038  
January 9, 2023

R.K. SHAH & ASSOCIATES, INC.

\*ENGINEERS\*

TRANSPORTATION/SITE/CIVIL  
970 Peachtree Industrial Blvd., Suite 200  
Suwanee, GA 30024  
770.436.5070

RKS&A  
RKS&A

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TRANSPORTATION / SITE / CIVIL

Raju (Rajendrakumar) K. Shah, P.E.

January 09, 2023

City of Stonecrest

c/o Department of Purchasing and Contracting

3120 Stonecrest Blvd

Stonecrest, Georgia 30038

**RFP 2022-23 Request for Proposal for Sidewalk Designs****Greetings:**

R. K. SHAH & ASSOCIATES, INC. (RKS&A) is pleased to submit this Statement of Qualifications for Professional Engineering Services necessary to provide: The Design and Preparation of Final Construction Plans and Right-of-Way Plans and other required services for the Sidewalk Designs for the City of Stonecrest. As requested, enclosed herewith is the Summary of Qualifications, Forms and Certificate Documentation, which includes information requested in the "Request for Qualifications" (RFQ).

**Company Name:** R. K. SHAH & ASSOCIATES, INC.**Address:** 970 Peachtree Industrial Blvd., Suite 200, Suwanee, Georgia 30024**Contact Person:** Raju (Rajendrakumar) K. Shah, PE – CEO / Project Manager  
Telephone: 770-436-5070/678-765-6188 Fax: 678-765-6189  
Email: [raju.shah@rkshah.com](mailto:raju.shah@rkshah.com) / [www.rkshah.com](http://www.rkshah.com)

**Firm History:** R. K. SHAH & ASSOCIATES, INC. (RKS&A) was founded in 1988 by Raju (Rajendrakumar) K. Shah, PE. Raju has a Masters in Civil Engineering, and has over 40 years of Highway/Roadway Design Engineering experience. Before opening his own engineering design firm, his extensive Roadway Engineering experience includes On-Call Task Order Contracts, Concept Development, Design preparation of Construction and Right of Way Plans, Contract Documents, Engineering Estimates on major and minor highway projects of various complexities.

RKS&A over the past 30 years prides itself on establishing our reputation for excellence in delivering cost-effective innovative solutions to today's transportation problems on schedule and budget. We are a DBE Certified Small Business and we are licensed in 3 states, Georgia, Florida, and North Carolina. We are pre-qualified with the Georgia Department of Transportation, Florida Department of Transportation and multiple local municipalities and counties.

RKS&amp;A is committed to providing

- Client Satisfaction by reviewing Client needs and making recommendations on regular and/or as needed basis
- Constant attention to schedule and budget
- Quality Control by assigning experienced staff and regular reviews by principal
- Economical Design with emphasis on Constructability
- Available 24/7 to Clients

**Ownership:** R. K. SHAH & ASSOCIATES, INC. is a Sub-Chapter (S) Corporation and was registered in the State of Georgia on September 02, 1988 (33 years). 100% share of the Corporation is owned by Mr. Raju (Rajendrakumar) K. Shah, P.E.

**Officers of the Company:** Raju (Rajendrakumar) K. Shah - CEO and CFO  
Daksha R. Shah - Corporate Secretary

**Staff:** RKS&A has six (6) experienced Employees including three (3) Registered Professional Engineers, one (1) Design Engineers, One (1) Technician/CADD Operators and One (1) Administrative Assistant.

**Firm Business Activities:** Since 1988, as Prime Design Consultant, R. K. SHAH & ASSOCIATES, INC. (RKS&A), has designed over 100 Roadway/Transportation Improvement Projects totaling over 140 miles of Roadway Improvements, which further equates to over 500 Million Dollars Construction Cost.

- Georgia Department of Transportation: Seven (7) Projects//Total 55 miles
- Cobb County Department of Transportation: Sixteen (16) Projects//Total 25+ miles
- Gwinnett County Department of Transportation: Forty (40) Projects//Total 35+ miles
- Cherokee County Department of Engineering: Ten (10) Projects//Total 5+ miles
- Houston County Public Works Department: Six (6) Projects// Total 9+ miles
- City of Roswell Department of Transportation: Three (3) Projects//Total 5 miles
- As a subconsultant RKS&A provided design services to approx. 35+/- projects, including but not limited to:
  - Roadway Design
  - Signing and Marking
  - Maintenance of Traffic
  - Right of Way
  - Erosion and Sedimentation Control

**RKS&A always consider our involvement in any Roadway/Transportation improvement project as an extension of owner's own personnel.**

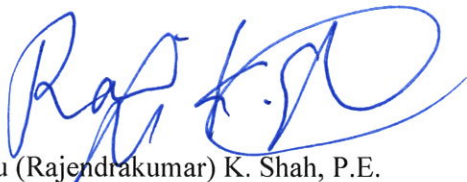
**Awards and Recognition:** Over the last 15+ years, R. K. SHAH & ASSOCIATES, INC. has received the 'Georgia Partnership for Transportation Quality - GPTQ' Awards for the following projects:

- **2016 – Preconstruction Award for the “Highway Design - Urban”** for the SR 11/US 41 widening in Houston County, Georgia
- **2009 - Design Award for Context Sensitive and Public Participation** for the Old Roswell Road/Westside Parkway Project for the City of Roswell, Georgia.
- **2006 - Design Award for Environmental Enhancement** for 14 miles of inside widening and overlay of existing I-85 from Forest Road Crossover in Meriwether County to SR 34 in Coweta County. A project for the Georgia Department of Transportation.
- **2005 - Design Award for Context Sensitive Design** for the U.S. 84 One-Way Pair and U.S. 441 through Homerville, Clinch County. A project for the Georgia Department of Transportation.

Please let me know if any additional information/clarification is required @ 770-436-5070 or [raju.shah@rkshah.com](mailto:raju.shah@rkshah.com).

Yours very truly,

R. K. SHAH & ASSOCIATES, INC.



Raju (Rajendrakumar) K. Shah, P.E.  
CEO / Project Manager

## 2.0 Executive Summary

R. K. SHAH & ASSOCIATES, INC. (RKS&A), will provide Sidewalk Designs for the City of Stonecrest projects from our office located in Suwanee, Georgia led by Project Manager Raju (Rajendrakumar) Shah, PE. Our office is in close proximity to City of Stonecrest Department of Public Works Office. Due to our close proximity RKS&A can provide a timely response for any unscheduled meetings.

Raju will be completing the Quality Assurance & Standard/Criteria compliance reviews on the project with the assistance of senior staff. By having all staff located in one office, the lines of communications are short which facilitates improved coordination between key personnel allowing for quick resolutions to project specific questions or challenges.

RKS&A as a prime design consultant under the direction of Raju Shah, P.E. as Principal in Charge has **completed 100+ Highway/Roadway improvements projects within the State of Georgia** for State and Local governments including multiple sidewalk rehabilitations, extensions, and additions. With overseeing various projects, RKS&A **comprehensively understands the importance of meeting schedule and staying within budget**. He will continuously monitor schedules and milestones as well as schedule monthly progress meetings to make coordination and communication with the City of Stonecrest Project Manager convenient. With Mr. Shah's 40+ years of experience in the transportation industry he will bring any risks and concern early on in the development of the project in order to minimize schedule and/or budget impacts in the later phases of the project.

Raju will be supported by our teams Key Team Members, Rishee Shah, PE – Deputy Project Manager and Garrett Sauber, PE – Senior Roadway Engineers. Both Rishee and Garrett have worked on numerous roadway improvement projects throughout their careers with various complexities.

Rishee has over 15 years of experience combining 5 years in GDOT Office of Urban/Roadway Design and consulting in Highway/Roadway Engineering. His experience includes various complexity minor and major roadway design, pedestrian accommodations and improvements, bridge replacements, Design Build, relocation and intersection improvements for GDOT, SCDOT as well as various County Department of Transportation. As a deputy project manager, Rishee will assist the PM to oversee the design and preparation of Construction Plans, Engineering Estimates, and Right of Way Plans all while monitoring scope, schedule and budget of his projects. Also, Mr. Shah has designed various roadway projects from concept plans to final construction plans and right of way plans. During his time at GDOT and consulting, Rishee has developed a strong understanding of GDOT Policies, Manuals, and guidance materials and GDOT PDP Certified.

Mr. Sauber has over 24 years of experience in Highway/Roadway Engineering. His experience in roadway projects includes major and minor roadway projects of various complexities including urban and rural widening, bridge replacements, relocations and intersection improvements for GDOT as well as various County Department of Transportation. As a Senior Roadway Engineer, Garrett has been responsible for all aspects of design from concept to final plans, as well as Quality Control and Assurance Reviews. He has a strong technical background and taking designs from Concept to Final plans, including but not limited to, Right of Way Plans, Maintenance of Traffic Plans, Erosion Control Plans, Drainage Design, and Signing and Marking Plans.

RKS&A's proposed design team are prequalified in more areas of GDOT prequalification than required for the project as outlined in the RFQ. Hence any additional services can be secured within the Project Design Team. Also, our proposed Design Team has worked as a team on the Department's Design projects or other Local Government projects. The design team key leaders and discipline leads all have support staff to provide assistance whenever the key team member is unavailable and as such there will be no delay in communication or response with our team. RKS&A has a long-established professional relationship with the proposed team and has worked with them as a team successfully.

**Our team comprises of exceedingly qualified and technically skilled engineers, planners, designers and specialists to assist in delivering the Sidewalk Designs Services for the City.**

RKS&A has **completed all design projects within the budget and schedule**. RKS&A has never been the cause of a delay in the Letting of a project to Construction.

RKS&A completed design projects have **delivered Cost Effective and Constructible projects for their owners**. RKS&A applies the Value Engineering principle starting from the Concept Development.

RKS&A has **always considered our involvement on a given project as an extension of the Department's own personnel** and Raju, will remain with the project from Concept Development to the Letting to Final Construction. He is **available 24 hours a day and 7 days a week** for any need the department may need pertaining to the project.

**Quality Control and Assurance** At R. K. SHAH & ASSOCIATES, INC., (RKS&A) Quality Assurance and Quality Control is an ongoing process.

RKS&A will follow GDOT Quality Assurance/Quality Control Check List in design and plan preparation. This check list will be completed on an on-going basis, i.e. as design and plan preparation progress. As required a completed QA/QC will be submitted with each formal submission such as:

- Concept Plans
- Database Preparation
- Preliminary Construction Plans
- Right of Way Plans
- Final Construction Plans

**Quality Assurance:** To assure an economical and constructible design that meets the current applicable Federal, State and Local regulations, each deliverable is reviewed by the project manager, who is responsible for Quality Assurance.

From the development of Concept Plan to Final Construction and Right of Way Plans, RKS&A follows GDOT PDP and Policy and Procedures

The project schedule and deliverables are also a top priority of RKS&A. To ensure timely submissions of project deliverables RKS&A will monitor schedule and milestone deliverables on a constant basis and ensure they are submitted on time. RKS&A has **never missed a scheduled letting date.**

**Quality Control:** At R. K. SHAH & ASSOCIATES, INC., Quality Control on a given project is achieved by:

- Establishing project specific design standards and criteria
- Assigning experienced personnel and specialized sub-consultants to the project design team
- Checking completed activity for accuracy and completeness besides the formal Quality Assurance review
- Keeping records of assumptions, recommendations and decisions in project file
- Reviewing each deliverable for compliance with established standards and criteria
- Establishing schedule of deliverables
- Keeping Client/Owner informed about any potential problem and providing recommendations

Our goal is to avoid cause of Errors and Omissions in the plans and specification. To avoid Errors and Omissions in the plans, we assign experienced staff members to the project. Since 1988, RKS&A has designed 100+ Highway/Street Improvement projects for various government agencies. As a result of our Quality Control and Quality Assurance procedures, we never had a claim of any type.

Mr. Raju K. Shah, P.E., with over 40 years of transportation engineering experience is responsible for the overall Quality Control and Quality Assurance.

Recognizing potential areas of concern that effect the cost and schedule and providing recommendations to the Project Manager and the City addressing those concerns in a timely manner will provide for cost effective improvements.

Mr. Shah will be a single point of contact for transfer of information. Mr. Shah will meet with the City's Project Manager either on a regular basis or as needed basis. Telephone conversations and meeting notes will be reduced to written document form and transmitted to the City within five days. Further Mr. Shah will coordinate the activity of all Sub consultant(s). RKS&A has completed all projects on time and within budget.

### 3.A Project Personnel



#### **Raju (Rajendrakumar) K. Shah, P.E.**

**Project Manager**

Since 1988 Mr. Shah as Project Manager/Chief Engineer/Principal-in-Charge of RKS&A has managed the **successful completion of over 100 (one-hundred+) Highway/Roadway Improvement design** projects for the Georgia Department of Transportation and Local Governments without a single query during construction. These 100+ completed design projects **equate to over 140 centerline miles of Highway/Roadway Improvement and over 500 million dollars in construction cost.** Further these completed design projects represent Safety and Operational Improvements of single isolated intersections to 14.4 miles of widening and overlay to the Interstate.

**Mr. Shah has overseen and provides quality assurance to the design and preparation of Construction Plans, Engineering Estimates, and Right of Way Plans all while monitoring scope, schedule and budget** of his projects. He will stay in constant communication with the Department to mitigate any risk that may come in the design process. Raju is always available any time 24/7 to the Department. His focus is to deliver a cost effective, high-quality, and constructible design to the department's high standards. The following are the some of the projects successfully completed and on schedule by RKS&A as a Prime Consultant with Mr. Shah as Project Manager/Principal in Charge:

#### **RELEVANT ENGINEERING EXPERIENCE**

**Gwinnett County On-Call Professional Engineering Services – Project Manager:** Since 2000 RKS&A as Prime Design Consultant has designed 45+ separate transportation improvement projects under the various Consultant Demand Professional Services Contract. Under this contract RKS&A has completed over 40 miles of Roadway Improvements and 25 miles of water line relocation. Projects include but no limited to Intersection improvements, additional capacity, bridge replacements, sidewalk improvements, quick responses, and widening and reconstruction of urban and rural roadway projects. Mr. Shah coordinates with the county on these projects. From concept to completion Mr. Shah manages and monitors the design, schedule, and budget for these projects.

**SR 124 Braselton Highway fm Pine Road to Spout Springs Road Widening F-0835-01 – Project Manager:** Managing scope, schedule, budget and oversaw design and preparation of Final Construction Plans for this project includes 1.1 mile widening of SR 124/Braselton Highway from existing two-lane rural roadway to a four-lanes urban roadway with a variable width (0 ft.-0 In. to 12 ft.-0 In.) flush width median and 10 ft. urban shoulder with sidewalk on the south side and 23.0 ft. wide urban shoulder to accommodate future 10 ft. wide multiuse trail. Initially a multi-lane roundabout at Huntington Hill Trace (HHT) intersection was designed. After development of Right of Way plans Parcel across Huntington Hill Trace requested signalized access at HHT Intersection thus the project is being redesigned to provide signalized intersection at HHT. A retaining wall is provided to protect environmentally sensitive areas (two cemeteries). There are two existing signalized intersections which will be upgraded within the project limits. This project is designed under GDOT Encroachment Permit requirements.

**SR 20 Widening FM I-575 to Scott Road, Cherokee County/GDOT PN CSSTP-0009-00(164) PI 0009164 Project Manager:** Design sub consultant to AECOM to provide Roadway Construction Plans for the widening and reconstruction of 1.383 miles of SR 20 from 0.34 miles East of I-575 to 0.15 miles East of CR 281/Scott Road. The Project proposes to widen SR 20 from the existing two lanes to a 6-lane divided with variable median. The project will provide urban shoulders from 1,200 feet east I-575 to the end of the project consisting of curb and gutter and sidewalk. The project will require a short detour around the shopping center on the south side of SR 20 for access. Six (6) Intersection improvements along the corridor. The project includes upgrading of existing traffic signals at four intersections within the project limits. The project is PID and therefore includes relocation of ex. utilities.

**Houston County Public Works SPLOST # CW12-02 Lake Joy Road Widening** Managed roadway and design and preparation of Final Right of Way and Construction Plans to widen an existing two lane rural roadway to provide 2 lanes divided with a 12 ft. flush median and a 10 ft. urban shoulder on both sides, **upgrading the existing traffic signals to provide pedestrian crossings.** Phase 4 is 2.38-miles of Lake Joy Road widening let to construction in May 2018. Phase 5 for 1.42-miles of the Lake Joy Road widening project. Let to Construction.

#### **EDUCATION**

1974/M.S. Civil  
Engineering, Texas  
A&I University  
1972/B.S. Civil  
Engineering, M.S.  
University

#### **REGISTRATION**

Professional  
Engineer: GA, NC,  
FL

#### **ACCREDITATION/ CERTIFICATIONS**

GSWCC Certified  
Design  
Professional, Level  
II

#### **MEMBERSHIPS/ AFFILIATIONS**

ASHE/  
GA Section  
ASCE  
ACEC  
Fellow ITE

#### **YEARS OF EXPERIENCE**

With RKS&A: 33  
With other firms:  
7+

**EDUCATION**

2007/ B.S. Civil  
Engineering  
The Ohio State  
University

**REGISTRATION**

Professional  
Engineer: GA, NC,  
SC

**ACCREDITATIONS/  
CERTIFICATIONS**

GDOT PDP  
Certified  
GSWCC Certified  
Design Professional,  
Level II

**MEMBERSHIPS/  
AFFILIATIONS**

ASHE/  
GA Section  
ACEC

**YEARS OF  
EXPERIENCE**

With RKS&A: 5  
With other firms: 10

**Rishee Shah, P.E.****Deputy Project Manager**

Mr. Shah has over 15 years of experience combining 5 years in GDOT Office of Urban/Roadway Design and consulting in Highway/Roadway Engineering. His experience includes various complexity minor and major roadway design, bridge replacements, Design Build, relocation and intersection improvements for Gwinnett County DOT, GDOT, SCDOT as well as various County Department of Transportation. Rishee design background and experiences has given him the in-depth understanding and technical expertise on how a project should be completed within the given budget and schedule. With his experience, Rishee has formal PDP training which he is GDOT PDP certified, but also with his experience he has practical PDP implementation through the projects he has designed for GDOT and various counties and municipality in his career. Rishee has applied his knowledge to multiple department of transportations since he began working in Georgia. **As a deputy project manager, Mr. Shah has assisted in overseeing the design and preparation of Construction Plans, Engineering Estimates, and Right of Way Plans all while monitoring scope, schedule and budget of his projects.** He will stay in constant communication with the Department to mitigate any risk that may come in the design process. Rishee is always available any time 24/7 to the Department. His focus will be to deliver a cost effective, high-quality, and constructible design to the Department of Public Works standards.

**RELEVANT ENGINEERING EXPERIENCE:**

**Gwinnett County On-Call Professional Engineering Services –Project Manager:** Since 2000 RKS&A as Prime Design Consultant has designed 45+ separate transportation improvement projects under the various Consultant On-Call Contract. Under this contract RKS&A has completed over 40 miles of Roadway Improvements. Projects include but no limited to Intersections, additional capacity, bridge replacements, sidewalks, quick responses, and widening and reconstruction of urban and rural roadway projects. Mr. Shah coordinates with the County to expedient the design process and monitors the scope schedule and budget of each project.

**SR 124 Braselton Highway fm Pine Road to Spout Springs Road Widening F-0835-01 – Deputy Project Manager:** Assisting the PM in various tasks, including coordination with client and oversaw design and preparation of Final Construction Plans for this project includes 1.1 mile widening of SR 124/Braselton Highway from existing two-lane rural roadway to a four-lanes urban roadway with a variable width (0 ft.-0 In. to 12 ft.-0 In.) flush width median and 10 ft. urban shoulder with sidewalk on the south side and 23.0 ft. wide urban shoulder to accommodate future 10 ft. wide multiuse trail. Initially a multi-lane roundabout at Huntington Hill Trace (HHT) intersection was designed. After development of Right of Way plans Parcel across Huntington Hill Trace requested signalized access at HHT Intersection thus the project is being redesigned to

provide signalized intersection at HHT. A retaining wall is provided to protect environmentally sensitive areas (two cemeteries). There are two existing signalized intersections which will be upgraded within the project limits. This project is designed under GDOT Encroachment Permit requirements.

**GDOT PI 0001757 SR 400 Express Lanes and Widening Costing Plans, Fulton and Forsyth County – Project Manager:**

The proposed project would widen and reconstruct an approximately 16-mile section of SR 400 from the MARTA North Springs Station to north of McFarland Parkway. The project proposes to add two (2) priced EL in each direction from MARTA North Springs Station to McGinnis Ferry Road and one (1) priced EL in each direction from McGinnis Ferry Road to north of McFarland Parkway. As a subconsultant to AECOM, RKS&A is providing roadway design support to AECOM. RKS&A is tasked with assisting in designing horizontal and vertical alignments, cross section, and modeling. RKS&A is also tasked with Staging, Pavement Markings, and Right of Way Plans for the entire corridor. Rishee as Project Manager coordinated with AECOM throughout the project to deliver design while monitoring the schedule and budget.

**Houston County Public Works SPLOST # CW12-02 Lake Joy Road Widening** Assisted the PM in overseeing the design and preparation of Final Right of Way and Construction Plans and coordinate with the county to widen an existing two lane rural roadway to provide 2 lanes divided with a 12 ft. flush median and a 10 ft. urban shoulder on both sides, **upgrading the existing traffic signals to provide pedestrian crossings.** Phase 4 is 2.38-miles of Lake Joy Road widening let to construction in May 2018. Phase 5 for 1.42-miles of the Lake Joy Road widening project. Let to Construction.

**EDUCATION**

1991/ B. Civil  
Engineering  
Georgia Institute of  
Technology

**REGISTRATION**

Professional  
Engineer: GA, FL

**ACCREDITATIONS/  
CERTIFICATIONS**

GSWCC Certified  
Design Professional,  
Level II

**MEMBERSHIPS/  
AFFILIATIONS**

American Society of  
Civil Engineers  
ACEC

**SOFTWARE**

Civil Design:  
Microstation J/V8i  
InRoads  
CAiCE  
AutoTurn  
Drainage:  
HEC\_RAS  
StormCAD  
HY8  
Flowmaster

**YEARS OF  
EXPERIENCE**

With RKS&A: 22  
With other firms: 6

**Garrett Sauber, PE****Senior Roadway Engineer**

Mr. Sauber has over 28 years of experience in Highway/Roadway Engineering. His experience in roadway projects includes major and minor roadway **projects of various complexities including urban and rural** widening, bridge replacements, relocations and intersection improvements for GDOT as well as various County Department of Transportation. As a Senior Roadway Engineer, **Mr. Sauber has been responsible for all aspects of design from concept to final plans**, as well as Quality Control and Assurance Reviews. He has a **strong technical background** and taking designs from Concept to Final plans, including but not limited to, Right of Way Plans, Maintenance of Traffic Plans, Erosion Control Plans, Drainage Design, and Signing and Marking Plans.

**RELEVANT ENGINEERING EXPERIENCE****SR 124 Braselton Highway fm Pine Road to Spout Springs Road Widening F-0835-01 – QA**

**Review/Senior Roadway:** Assisting the PM in various tasks, including quality assurance review of the design and preparation of Final Construction Plans for this project includes 1.1 mile widening of SR 124/Braselton Highway from existing two-lane rural roadway to a four-lanes urban roadway with a variable width (0 ft.-0 In. to 12 ft.-0 In.) flush width median and 10 ft. urban shoulder with sidewalk on the south side and 23.0 ft. wide urban shoulder to accommodate future 10 ft. wide multiuse trail. Initially a multi-lane roundabout at Huntington Hill Trace (HHT) intersection was designed. After development of Right of Way plans Parcel across Huntington Hill Trace requested signalized access at HHT Intersection thus the project is being redesigned to provide signalized intersection at HHT. A retaining wall is provided to protect environmentally sensitive areas (two cemeteries). There are two existing signalized intersections which will be upgraded within the project limits. This project is designed under GDOT Encroachment Permit requirements.

**SR 20 Widening FM I-575 to Scott Road, Cherokee County/GDOT PN CSSTP-0009-00(164)**

**PI 0009164 – Senior Roadway Engineer:** The Project proposes to widen 1.383 miles of SR 20 from the existing two lanes to a 6-lane divided with variable median. The project will provide urban shoulders from Northside Parkway/Governors Walk Drive (1,200 feet east I-575) to the end of the project east of Scott Road consisting of curb and gutter and sidewalk. Six (6) Intersection improvements along the corridor. Includes upgrading of existing traffic signals at four intersections. Seven (7) separate gravity walls and two (2) mechanically stabilized Earth (MSE) walls were designed to minimize impacts to commercial properties. Mr. Sauber was the Lead Roadway Engineer and designed the project from Concept to Final Plans.

**Houston County Public Works SPLOST # CW12-02 Lake Joy Road Widening – QA/QC**

**Reviewer and Senior Engineer:** Widen an existing two-lane rural roadway to provide 2 lanes divided with a 12 ft. flush median and a 10 ft. urban shoulder on both sides, **upgrading the existing traffic signals to provide pedestrian crossings**. Phase 4 is 2.38-miles of Lake Joy Road widening let to construction in May 2018. Phase 5 for 1.42-miles of the Lake Joy Road widening project. Phase 5 has been let to construction December 2020. Mr. Sauber assisted the Project Manager for the Quality Assurance review.

**Gwinnett County F-1275-01 Suwanee Creek Road over Bennett Creek Bridge Replacement:**

As part of the Gwinnett County On-Call Contract, this project consists of replacement of a hydraulically and a functionally obsolete two-lane single span bridge. The existing bridge is two 12-ft lane wide and approximately 30-ft long being replaced with a 75-ft single span bridge with two 12-ft lanes and accommodations for five-ft sidewalk on the south side and provision for future 10-ft multiuse trail on the north side. Mr. Shah is currently assisting the Project Manager and conducts QA/QC reviews for this project in the Final Design Phase. Mr. Sauber is the Lead Roadway Engineer and designed this project from preliminary plans to final Plans

**Jeffrey Nix****EDUCATION**

1994/ B.S. Civil  
Engineering  
Technologist –  
Southern Tech

**ACCREDITATIONS/  
CERTIFICATIONS**

GSWCC Level II  
Plan Reviewer

**MEMBERSHIPS/  
AFFILIATIONS**

American Society of  
Civil Engineers

**SOFTWARE:**

Microsoft Office  
Civil Design:  
Microstation V8i  
InRoads,  
StormCAD  
PondPack  
HY8, FlowMaster  
HEC-RAS  
HydroStudio  
CAiCE

**YEARS OF  
EXPERIENCE**

With RKS&A: 15

**MS4-Stormwater/Erosion Control/Roadway Design**

Mr. Nix has **over 29 years of experience in Roadway Design including working for GDOT-District 1 Design for 13 years.** His experience in roadway projects includes major and minor roadway projects of various complexities including urban and rural roadway widening/reconstruction, bridge replacements, roundabouts, and intersection improvements for Gwinnett County, GDOT, as well as various County DOTs and local municipalities. As Project Roadway Engineer Mr. Nix has been responsible for all aspects of design from concept to final plans as well as assisting Senior Engineer and Project Manager in various roadway related tasks. He has a **strong technical background especially in Drainage Design and MS4 Design/Post Construction Stormwater Reports.**

Jeff is intimately knowledgeable about GDOT Plans, Processes, Manuals and Guidance. Mr. Nix is well versed in the GDOT Drainage Manual, specifically MS4 compliant design. He has completed a Post Construction Stormwater Report for Gwinnett County DOT, and GDOT for the I-985 New Interchange project in Hall County and SR 124 Widening in Gwinnett County (Final Design). With his breathe of knowledge in the Post Construction/MS4 requirements as well as his experience in Roadway Design he will be a valuable asset to delivering the Projects on schedule and budget

**RELEVANT ENGINEERING EXPERIENCE:**

**Gwinnett County On-Call Professional Engineering Services –Roadway Designer:** Since 2000 RKS&A as Prime Design Consultant has designed 45+ separate transportation improvement projects under the 2001, 2005, 2009, 2014, and 2017 Transportation Consultant Demand Professional Services Contract. Under this contract RKS&A has completed over 40 miles of Roadway Improvements and 25 miles of water line relocation. Projects include but no limited to Intersection improvements, additional capacity, bridge replacements, sidewalk improvements, quick responses, and widening and reconstruction of urban and rural roadway projects. Mr. Nix assists in design and coordination of Concept Development to Final Construction Plans and the Gwinnett County Post Construction Stormwater Management/MS4 Reports.

**SR 124 Braselton Highway fm Pine Road to Spout Springs Road Widening F-0835-01 –**

**Roadway Designer/MS4:** This project includes 1.1 mile widening of SR 124/Braselton Highway from existing two-lane rural roadway to a four-lanes urban roadway with a variable width (0 ft.-0 In. to 12 ft.-0 In.) flush width median and 10 ft. urban shoulder with sidewalk on the south side and 23.0 ft. wide urban shoulder to accommodate future 10 ft. wide multiuse trail. Initially a multi-lane roundabout at Huntington Hill Trace intersection was designed. After development of Right of Way plans Parcel across Huntington Hill Trace requested signalized access at Huntington Hill Trace Intersection thus the project is being redesigned to provide signalized access. A retaining wall is provided to protect environmentally sensitive areas (two cemeteries). There are two existing signalized intersections which will be upgraded within the project limits. This project is designed under GDOT Encroachment Permit requirements. Jeff developed the preliminary and final construction plans for this project as well as the MS4-Stormwater Design.

**SR 20 Widening FM I-575 to Scott Road, Cherokee County/GDOT PN CSSTP-0009-00(164) PI 0009164:** Design sub consultant to AECOM to widen 1.383 Miles of an existing two and four lane section of SR 20 to provide a basic 6 lane divided roadway with a variable width raised median and urban shoulder on both sides. Seven (7) separate gravity walls and two (2) mechanically stabilized Earth (MSE) walls were designed to minimize impacts to commercial properties. Mr. Nix reviewed construction cost estimates of various alternatives, Staging Plans and Cross Sections, Erosion Control Plans, and assisted Senior Engineering in Roadway Design.

**A New Interchange on I-985 North of SR 13 Crossover Near Martin Road/NHS00-0000-00(425) Hall County, PI #0000425:** New diamond interchange (Exit 14) on I-985 near Martin Road between Exit No.12 (Spout Springs Road/City of Flowery Branch) and Exit No.16 (SR 53/City of Oakwood). A four-lane divided roadway with a variable width raised median, 12 ft. shoulder with curb and gutter and sidewalk (Martin Road Extension/New Industrial Connector Road) constructed on new location which connects H. F. Reed Industrial Parkway at Thurmon Tanner Parkway on the west and Martin Road at SR 13 (Falcon Parkway) on the east. 7 retaining walls constructed to avoid impact to ESAs. Mr. Nix designed and implemented MS4 requirements per GDOT standards, developed preliminary and final constructions and right of way plans, staging and erosion control plans, and developed cost estimates and construction documents.



**Bobby Patten, RLS**  
**Senior Project Manager**

**Fields of Specialization**

Transportation

Route Surveys

Title Surveys

**Education**

High School Diploma | North Hall High School | 1998

Coursework | North Georgia College and State University | 1998–2000

**Summary**

Mr. Patten serves as a Senior Project Manager for SGC Surveying Atlanta operations. Mr. Patten has over 20 years of land surveying experience. He has extensive experience in property boundary research and resolution, topographic and utility location surveys, and DOT roadway projects. His depth of knowledge over multiple survey software platforms sets him apart in the arena of producing exceptional quality projects.

**Selected Project Experience**

**Georgia DOT S.R. 400 in Fulton & Forsyth Counties, GA.** Mr. Patten served as the survey project manager for the preparation of this boundary, topographic, utility route survey and staking proposed Right of Way in accordance with GDOT standards. The project was approximately 16 miles in length, extending from I-285 and running to McFarland Road. Mr. Patten coordinated the efforts of two survey technicians, one CAD operator, and eight survey field crews on the project.

**Georgia DOT I-85 at Gabbettville Road (Project Manager)** Mr. Patten served as the survey project manager for the preparation of this boundary, topographic, route survey and staking proposed Right of Way in accordance with GDOT standards. The project consists of constructing a diamond interchange with relocated Gabbettville Road. Relocating Gabbettville Road (proposed KIA Blvd.) will start at the intersection of Sandtown Road and existing Gabbettville Road. This section will be carried over I-85 with a 4-lane bridge with a closed 32' wide median on the bridge and will end at CR 94/Warner Road. Mr. Patten coordinated the efforts of 2 Survey Technician, and 6 Survey Crews.

**Georgia DOT I-95 at S.R. 204/Abercorn Street**

Project CSSTP-0007-00(148) consists of the widening of both I-95 exit ramps to provide additional storage at the intersection with SR 204. Other spot improvements along SR 204 include the following: a Type B median opening at the SR 204/Gateway Boulevard east intersection and a right turn bay along SR 204 westbound between Gateway Boulevard east and the northbound entrance ramp. Mr. Patten coordinated the efforts of 1 Survey Technician, and 3 Survey Crews.



## Josh Earhart

## Environmental Lead

Mr. Earhart serves as a Senior Environmental Specialist for the firm. He has over sixteen years' experience as a NEPA Planner on transportation-related projects including roadway improvements, bridge replacement and improvements, safety projects, sidewalk, multi-use trail, and Livable Centers Initiative (LCI) funded projects. Mr. Earhart has worked with the Federal Highway Administration (FHWA) and the Georgia Department of Transportation (GDOT), National Park Service (NPS), and numerous Georgia County DOT and local municipalities for preparation of documents in accordance with the National Environmental Policy Act (NEPA) of 1969, the Georgia Environmental Policy Act (GEPA) of 1991, Section 106 of the National Historic Preservation Act (NHPA) of 1966 and Section 4(f) of the U.S. Department of Transportation Act of 1966.

Mr. Earhart's representative projects as NEPA Planner on sidewalk and recreational trails include:

### RELEVANT TECHNICAL EXPERIENCE

**Milledgeville Streetscapes, Baldwin County:** Responsible for analysis of environmental impacts and NEPA document preparation resulting from construction of 0.30 mile of sidewalks, landscaping, pedestrian lighting, crosswalk striping, and brick paving accents on three streets in downtown Milledgeville, Georgia.

**Ft. Benning Road Sidewalk Improvements, Muscogee County:** The project involved construction of sidewalks on both sides of Ft. Benning Road up to the entrance gate at Ft. Benning, for a distance of approximately 0.8 mile. Responsibilities included coordination of identification of environmental resources and conducting the analysis and NEPA documentation for approval by GDOT and FHWA.

**James Brown Boulevard, Richmond County:** Conducted NEPA analysis for impacts to environmental resources resulting from proposed new and upgraded sidewalks on a section of James Brown Boulevard totally approximately 0.3 mile.

**Rogers Bridge Multi-Use Trail, Gwinnett and Fulton Counties:** As Environmental Project Manager and Sr. NEPA Analyst responsibilities included coordination of technical environmental studies and analysis of information for preparation of a Categorical Exclusion document under NEPA, for approval by FHWA. The multi-use trail would connect two parks, one each in Gwinnett and Fulton County, by constructing a 14-foot wide trail on a clear span bridge approximately 228 feet long. Alignment of the trail would cross at the location of an eligible historic iron truss bridge over Chattahoochee River. Because the bridge was eligible under Section 106 of the National Historic Preservation Act, and demolition of the bridge considered an adverse effect, a Programmatic Section 4(f) document was prepared as part of the NEPA document

### EDUCATION

B.S. Zoology  
Montana State  
University  
1986

### REGISTRATION

N/A

### CONTINUING EDUCATION

Fundamentals of  
NEPA and  
Environmental  
Documentation

Environmental  
Impact Analysis  
(ICI Analysis)

Section 4(f)  
Compliance

Fundamentals of  
Environmental  
Justice

GDOT Plan  
Development  
Process

### YEARS OF EXPERIENCE

17 Years

### 3.B. PROJECT EXPERIENCE

#### Project # 1: GCDOT PN: F-0835-01 SR 124 Widening and Reconstruction from Pine Road to Spout Springs Rd

Client name, project location and dates:

- Client name | Location: GCDOT; Gwinnett County
- Dates: December 2017 to Present

Description of overall project and services performed:

- Description of overall project:** This project includes 1.1 mile widening of SR 124/Braselton Highway from existing two-lane rural roadway to a four-lanes urban roadway with a variable width (0 ft.-0 In. to 12 ft.-0 In.) flush width median and 10 ft. urban shoulder with sidewalk on the south side and 23.0 ft. wide urban shoulder to accommodate future 10 ft. wide multiuse trail. Initially a multi-lane roundabout at Huntington Hill Trace intersection was designed. After development of Right of Way plans, the Parcel across Huntington Hill Trace requested signalized access at Huntington Hill Trace Intersection thus the project is being redesigned to provide signalized access in lieu of the designed multi-lane roundabout. A retaining wall is provided to protect environmentally sensitive areas (two cemeteries). There are two existing signalized intersections which will be upgraded within the project limits. This project is designed under GDOT Encroachment Permit requirements.
- Services performed:** As prime consultant to GCDOT, RKS&A was responsible for design and preparation of Preliminary and Final Construction Plans, and Final Right of Way Plans. Services performed included Concept Development and Report. Currently this project is in final design.

Duration of project services provided: On-going, Overall Design Project Budget: \$637,761.25

Client current contact information: Tony Harris – Preconstruction Division Director

[Tony.Harris@gwinnettcountry.com](mailto:Tony.Harris@gwinnettcountry.com) /770-822-7436

#### Project # 2: Widening and Reconstruction of SR 20 from I-575 to Scott Road, CSSTP-0009-00(164) Cherokee County, GA PI 0009164

Client name, project location and dates:

- Client | Location: Georgia DOT | Cherokee County
- Dates: June '16 to July '20

Description of overall project and services performed:

- Description of overall project:** RKS&A as a Sub-Consultant to AECOM was the lead Roadway Designers for this project. Widening and Reconstruction of 1.345 Miles of an existing two and four lane section of SR 20 from I-575 to Scott Road to provide a basic 6 lane divided roadway with a variable width raised median (+/- 64ft to 20ft) and urban shoulders (from east of I-575 to just west of Scott Road). Project also included pedestrian improvements along the corridor, sidewalks and pedestrian accommodations at intersections. Seven (7) separate gravity walls and two (2) MSE walls were designed to minimize impacts to commercial properties.
- Services performed:** As a sub consultant to AECOM, RKS&A was responsible for design and preparation of Final Right of Way and Construction Plans. Services performed included design and preparation of preliminary and final construction plans, and right of way plans. Project is currently under construction.

Duration of project services provided: June '16 to July '20 | Overall Design Project Budget: \$790,475.00

Client current contact information: Scott Gero, PE (AECOM) | Project Manager | 404-965-9726 [scott.gero@aecom.com](mailto:scott.gero@aecom.com)



#### Project #3: SPLOST CW12-02: Widening and Reconstruction of Lake Joy Road

Client name, project location and dates:

- Client | Location: Houston County Public Works | Houston County, GA
- Dates: Feb '16 to Nov '19

Description of overall project and services performed:

- Description of overall project:** Widen and reconstruct of 3.80 miles of an existing two-lane rural roadway to provide 2 lanes divided with a 12 ft. flush median and a 10 ft. urban shoulder, upgrading the existing traffic signals to provide pedestrian crossings and sidewalks. Phase 4 is 2.38-miles of Lake Joy Road widening let to construction in May 2018. Phase 5 for 1.42-miles of the Lake Joy Road widening project. Phase 5 is in the Construction Phase.
- Services performed:** As a prime consultant responsible for design and preparation of Final Construction and Right of Way Plans. Services performed included Concept Development. Phase 4 Let to Construction in May 2018 by Houston County Public Works, Houston County GA.

Duration of project services provided: Feb '16 to Nov '19 | Overall Design Project Budget \$461,093.08

Client current contact information: Ronnie Heald, RLS | County Engineer | 478-987-4280 [rheald@houstoncountyga.org](mailto:rheald@houstoncountyga.org)



### 3.C Project Understanding & Approach

**Project Understanding:** R. K. SHAH & ASSOCIATES, INC. (RKS&A) understands the City of Stonecrest's desire to fill in the gap of the existing sidewalk along Browns Mill Road (SR 212) from the intersection of Evans Mill Road/Lyons Road and Browns Mill Road to Arabian Mountain Trail and along Covington Highway (SR 12/US 278) from Miller Road to the Marshall Distribution Center driveway.

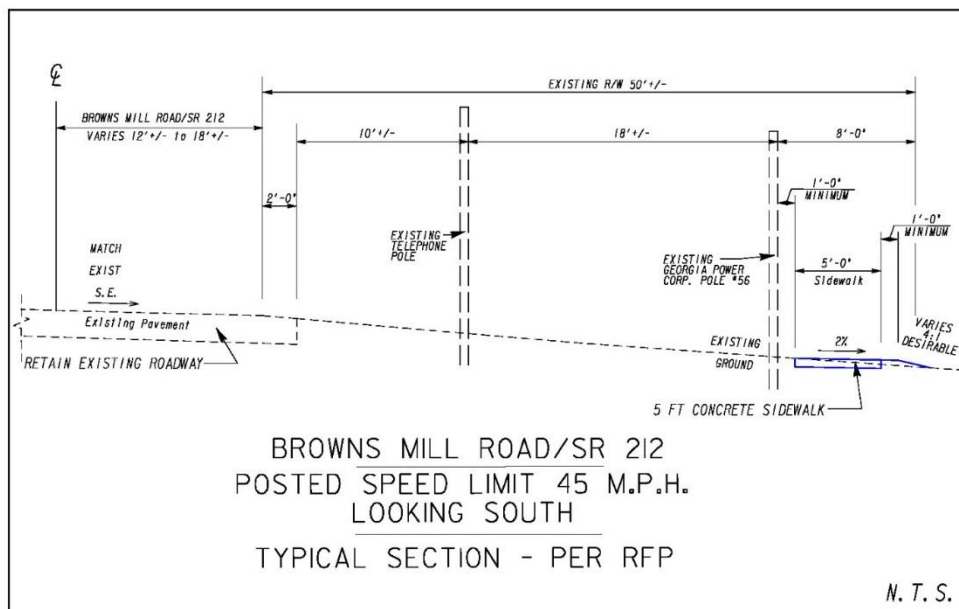
**Project Approach:** Since both proposed sidewalk locations are on a State Route, coordination involves the Georgia Department of Transportation (GDOT) and the use of their Right of Way. It will require an Encroachment Permit, which will be processed through the GDOT District #7 office. Further it will be required to meet GDOT Design Standards and Criteria.

**Browns Mill Road Sidewalk:** The existing Browns Mill Road, within the area of proposed sidewalk, has a rural shoulder and a significant elevation difference between the edge of pavement and the existing ground. Please see the picture of existing conditions.



Looking on Browns Mill Road towards Evans Mill Road from Arabian Mountain Trail

Based upon the City of Stonecrest's desire to construct the sidewalk behind an existing power pole, please see the Typical Section below for the proposed sidewalk location.

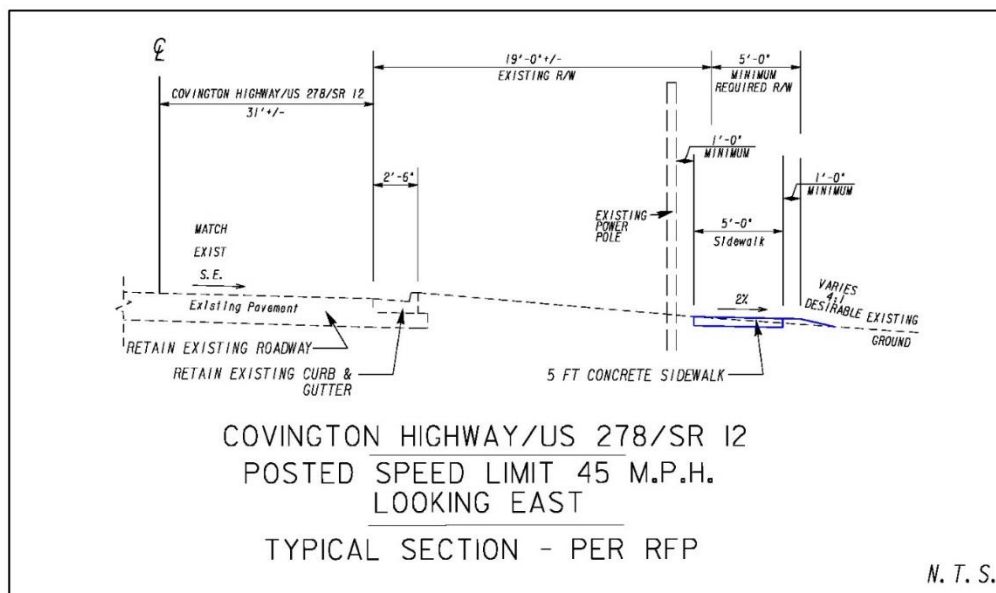


**Covington Highway Sidewalk:** The existing Covington Highway, within the area of proposed sidewalk, has curb gutter and a variable width grassed shoulder behind the curb and gutter. There is also a significant elevation difference between the edge of pavement and the existing ground. Please see picture of existing conditions.



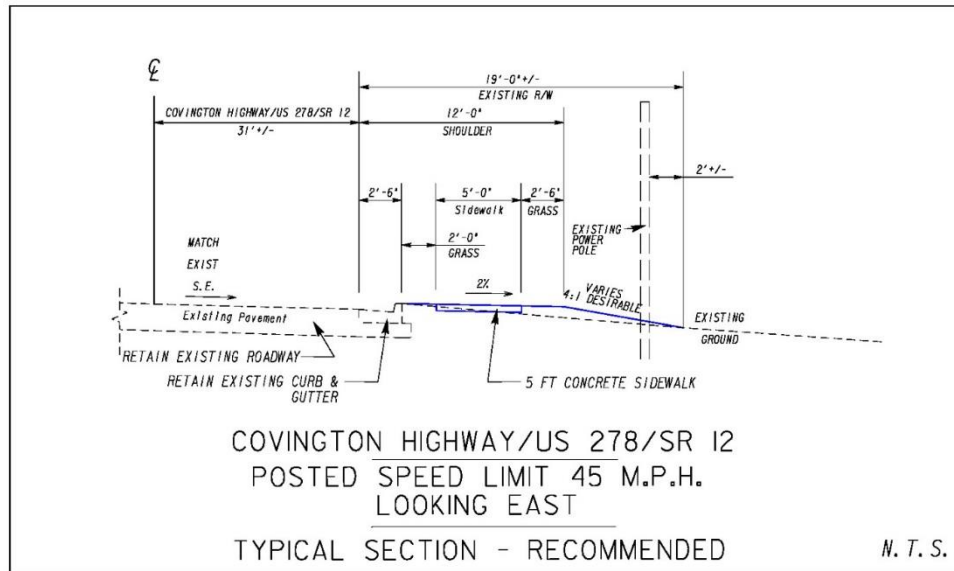
Looking on Covington Highway towards Marshall Distribution Center Driveway

Based upon the City of Stonecrest's desire to construct the sidewalk behind the existing power pole, please see the Typical Section below for the proposed sidewalk location.



## REQUEST FOR PROPOSAL (RFP) 2022-23 FOR SIDEWALK DESIGN

Since there is existing curb and gutter, we have developed an alternate location for the proposed sidewalk. Please see below the “recommended” Typical Section for the proposed location of the sidewalk.



Upon the Notice to Proceed (NTP) for design services SGC Engineering LLC (SGC), our subconsultant for Surveying and Database Preparation, will begin a field survey and collect data to develop a database including surface evident utilities and establish the existing Right of Way.

Concurrently, Edwards-Pitman Inc. (EPEI), our subconsultant for Environmental Investigation/Report, will visit the site to identify any Environmentally Sensitive Area (ESA) and develop the Environmental Screening Report for project files.

Upon completion of field surveyed information from SGC and EPEI, RKS&A will develop preliminary plans for an ADA compliant sidewalk ready for Utility Coordination and the City of Stonecrest’s review. In the event there is not sufficient existing Right of Way behind the existing power pole, RKS&A will provide an alternate location for the proposed sidewalk.

With the City of Stonecrest satisfaction with the proposed location, a plan submittal will be made to GDOT for review and comments. Upon receipt of the comments from GDOT and City of Stonecrest, RKS&A will develop Final Construction Plans and submit the Final Plans for City of Stonecrest’s review and approval. A No Conflict Letter will be secured from the known existing utility companies. Final Plans can be submitted for the GDOT Encroachment Permit, with the City of Stonecrest’s plan approval.

GDOT Encroachment Permit will be issued and, RKS&A will submit a Construction Bid Package for advertisement.

Throughout the development of construction for an ADA compliant sidewalk, RKS&A will be mindful of minimized ground disturbance and the need of easement for construction and maintenance of slope and avoid impact to utilities.

**Quality Assurance and Quality Control** At R. K. SHAH & ASSOCIATES, INC., (RKS&A) Quality Assurance and Quality Control is an ongoing process. RKS&A will follow Quality Assurance Check List (QAC) in design and plan preparation. This check list will be completed on an on-going basis, i.e., as design and plan preparation progress. As required a completed QAC will be submitted with each formal submission such as:

- Concept Plans
- Database Preparation
- Preliminary Construction Plans
- Right of Way Plans
- Final Construction Plans

RKS&A has used applicable QAC on any given project

**Quality Assurance:** To assure an economical and constructible design that meets the current applicable Federal, State and Local regulations, each deliverable is reviewed by the project manager, who is responsible for Quality Assurance. From the development of Concept Plan to Final Construction and Right of Way Plans, RKS&A follows:

- GDOT Design Policy Manual
- GDOT Electronic Data Guideline
- GDOT Manual on Drainage Design for Highway
- GDOT Pedestrian and Streetscape Guide
- GDOT Context Sensitive Design Online Manual
- GDOT Regulation for Driveway and Encroachment Control
- GDOT Traffic Signal Design Guideline
- Manual on Uniform Traffic Control Devices (MUTCD)
- AASHTO (Green Book)
- AASHTO Roadside Design Guide
- GDOT Standards and Construction Details and
- GDOT Construction Specification

The project schedule and deliverables are also a top priority of RKS&A. To ensure timely submissions of project deliverables RKS&A will monitor schedule and milestone deliverables on a constant basis and ensure they are submitted on time. RKS&A has **never missed a scheduled letting date.**

**Quality Control:** At R. K. SHAH & ASSOCIATES, INC., Quality Control on a given project is achieved by:

- Establishing project specific design standards and criteria
- Assigning experienced personnel and specialized sub-consultants to the project design team
- Checking completed activity for accuracy and completeness besides the formal Quality Assurance review
- Keeping records of assumptions, recommendations and decisions in project file
- Reviewing each deliverable for compliance with established standards and criteria
- Establishing schedule of deliverables
- Keeping Client/Owner informed about any potential problem and providing recommendations

#### **RKS&A Commitment:**

Our goal is to avoid cause of Errors and Omissions in the plans and specification. To avoid Errors and Omissions in the plans, we assign experienced staff members to the project. **Since 1988, RKS&A has designed 100+ Highway/Street Improvement projects for various government agencies.**

Mr. Raju K. Shah, P.E., Project Manager is responsible for the overall Quality Control and Quality Assurance, Budget and Schedule.

Raju will be a single point of contact for transfer of information. Mr. Shah will meet with the Department's Project Manager either on a regular basis or as needed basis. Telephone conversations and meeting notes will be reduced to written document form and transmitted to the Department within five days. Further Mr. Shah will coordinate the activity of all Sub consultant(s).

Recognizing potential areas of concern that effect the cost and schedule and providing recommendations to the Department addressing those concerns in a timely manner will provide for cost effective improvements.

Mr. Raju K. Shah, P.E., Project Manager, has always addressed the Department's concern in a timely manner. Mr. Shah remains in contact with the Department throughout the duration of the project. RKS&A has completed all projects on time and within budget.

RKS&A always consider that our involvement in City of Stonecrest project is just and extension of City of Stonecrest professional staff.

## Anticipated Project Timeline

City of Stonecrest Sidewalk Design on Browns Mill Road and Covington Highway:

Notice To Proceed (NTP) – February 15, 2023

Project Kick Off Meeting: February 20, 2023

Begin Filed Survey and Design Database Development – February 27, 2023

Begin Environmental Investigation and Screening Report - February 27, 2023

Complete Filed Survey and Design Database Development – March 24, 2023

Complete Environmental Investigation and Screening Report - March 24, 2023

Begin Concept Plan Development - March 27, 2023

Submit Concept Plans for Review - April 07, 2023

Receive City of Stonecrest Review Comment – April 21, 2023

Begin 60 % Complete Construction and Right of Way Plan Development - April 24, 2023

Submit 60 % Complete Construction and Right of Way for review and Utility Coordination - May 19, 2023

Receive City of Stonecrest and GDOT review Comments - June 16, 2023

Receive Utility Plans – June 16, 2023

Begin Final Construction and Right of Way Plan Development – June 19, 2023

Submit Final Construction and Right of Way for review, and GDOT encroachment Permit - July 14, 2023

Receive City of Stonecrest and GDOT Comments. – August 11, 2023

Submit Final Construction, Right of Way Plans and Construction Bid Package: August 25, 2023

Total time require for Complete Sidewalk Design, Construction and right of Way Plans and Construction

Bid Package is Estimated at 28 Weeks which includes 10 weeks for Client Review.

## 4.0 Cost Proposal

### REQUEST FOR PROPOSAL NO. 2022-23 SIDEWALK DESIGN

Item XIII. g.

#### COST PROPOSAL SCHEDULE

Please provide a Lum Sum cost for this scope

**Submit electronically via Bidnet**

For Total Lump Sum please see Cost Proposal Submittal Envelope 2 on BidNet per instructions



## REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company: Gwinnett County Department of Transportation

Address: 446 West Crogan Street, Suite 410

Lawrenceville, GA 30046

Phone Number: 770-822-7436

E-mail Address: Tony.Harris@gwinnettcountry.com

Contact Name: Tony Harris, Preconstruction Division Director

Name of Company: Houston County Public Works

Address: 2018 Kings Chapel Road

Perry, GA 31069

Phone Number: 478-987-4280

E-mail Address: rheald@houstoncountygga.org

Contact: Ronnie Heald, RLS - County Engineer

Name of Company: AECOM Technical Services, Inc.

Address: 1390 Peachtree Street, Suite 500

Atlanta, GA 30309

Phone Number: 770-344-8741

E-mail Address: scott.gero@aecom.com

Contact: Scott Gero, PE - VP, SR PM/Operations Manager



### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: R. K. SHAH & ASSOCIATES, INC.

Address: 970 Peachtree Industrial Blvd., Suite 200  
Suwanee, GA 30024

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 contracting with the City of Stonecrest 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 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.

244686

E Verify™ Company Identification Number

September 02, 2009

Date of Authorization

*R. K. Shah*

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

*1-6-2023*

Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

6 DAY OF January, 2023

*Lindsey Rodgers*  
Notary Public

[NOTARY SEAL]



My Commission Expires: \_\_\_\_\_

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



# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: SGC Engineering, LLC

Address: 501 County Road

Westbrook ME 04092-1921

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 contracting with the City of Stonecrest 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 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.

74-3045968

E Verify™ Company Identification Number

11/19/2021w

Date of Authorization

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

1/7/2023

Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

7 DAY OF January, 2023 KS

Notary Public

[NOTARY SEAL]



My Commission Expires: 03/17/2025

\* 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



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Edwards-Pitman Environmental, Inc.

Address: 2700 Cumberland Pkwy. Ste. 300  
Atlanta, GA 30339

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 contracting with the City of Stonecrest 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 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.

210078  
E Verify™ Company Identification Number

4/30/2009  
Date of Authorization

Joselyn L. Homan  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

1/5/2023  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

5<sup>th</sup> DAY OF January, 2013

W. de Ceuninck van Capelle  
Notary Public

My Commission Expires: 9/23/2024



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


**DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of R. K. SHAH & ASSOCIATES, INC., ("Contractor"), whose address is 970 Peachtree Industrial Blvd., Suite 200, Suwanee, Georgia 30024

\_\_\_\_\_, 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: R. K. SHAH & ASSOCIATES, INC.

Date: 01-06-2023 Signature: 

Title: President

**DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of SGC Engineering LLC, ("Contractor"), whose address is 501 County Road, Westbrook, ME 04092

\_\_\_\_\_, 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, SGC Engineering LLC 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: SGC Engineering LLC

Date: 1/6/2023

Signature: 

Title: Business Operations Manager

## DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Edwards-Pitman Environmental, Inc., ("Contractor"), whose address is 2700 Cumberland Pkwy. Ste. 300, Atlanta, GA 30339

\_\_\_\_\_, 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, Edwards-Pitman Environmental, Inc. 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: Edwards-Pitman Environmental, Inc.

Date: 1/5/2023

Signature: \_\_\_\_\_

Title: Vice President

## REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information, as needed, or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name R. K. SHAH & ASSOCIATES, INC.

Applicant Address 970 Peachtree Industrial Blvd., Suite 200, Suwanee, GA 30024

Applicant Phone 770-436-5070 Email raju.shah@rkshah.com

The \_\_\_\_\_ is a Legal Entity:

- ☐ Individual(s) If multiple, identify
- ☒ Corporation S - Corporation
- ☐ LLC
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Partnership
- ☐ Other (Identify Other) \_\_\_\_\_

If not a Georgia corporation/partnership, state where organized: \_\_\_\_\_

**(Attach current corporation documentation.)**

### Management TEAM

Raju (Rajendrakumar) K. Shah, President / Chief Financial Officer

Daksha R. Shah, Corporate Secretary

Other Members \_\_\_\_\_

Other Members \_\_\_\_\_

# 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: 1/6/2023 6:42:28 PM

### BUSINESS INFORMATION

**CONTROL NUMBER** J816859  
**BUSINESS NAME** R.K. SHAH & ASSOCIATES, INC.  
**BUSINESS TYPE** Domestic Profit Corporation  
**EFFECTIVE DATE** 01/06/2023  
**ANNUAL REGISTRATION PERIOD** 2023, 2024, 2025

### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 970 PEACHTREE INDUSTRIAL BLVD, SUITE 200, SUWANEE, GA, 30024, USA

### REGISTERED AGENT

NAME	ADDRESS	COUNTY
C T CORPORATION SYSTEM	289 S Culver St, Lawrenceville, GA, 30046-4805, USA	Gwinnett

### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Daksha R. Shah	SECRETARY	4224 Silver Peak Pkwy, Suwanee, GA, 30024, USA
Rajendrakumar K. Shah	CEO	4224 Silver Peak Pkwy, Suwanee, GA, 30024, USA
Rajendrakumar K. Shah	CFO	4224 Silver Peak Pkwy, Suwanee, GA, 30024, USA

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** Rajendrakumar K Shah  
**AUTHORIZER TITLE** Officer

## CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

Rajendrakumar K. Shah

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

Rajendrakumar K. Shah - 100%

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

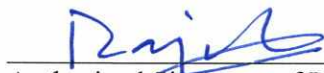
N/A

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

N/A

(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.



Authorized Signature of Responder

01-06-2023

Date

## CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

Magnolia River

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2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

N/A

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3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

N/A

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4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

N/A

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(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a



Authorized Signature of Responder

1/6/2023

Date

## CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

N/A

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

N/A

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

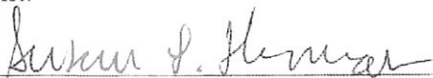
N/A

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

N/A

(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.



Authorized Signature of Responder

1/5/2023

Date

**CERTIFICATE AND ACKNOWLEDGEMENT**

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- ☐ YES ☒ NO Delinquent in the payment of taxes due to the City of Stonecrest.
- ☐ YES ☒ NO Building or health code violations on property owned that is not being actively abated;
- ☐ YES ☒ NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- ☐ YES ☒ NO Have any outstanding judgments or debts to the City;
- ☐ YES ☒ NO Have no past due loan(s) with the City;
- ☐ YES ☒ NO Been subject to a foreclosure within the previous ten (10) years;
- ☐ YES ☒ NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- ☐ YES ☒ NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I Rajendrakumar K. Shah as Authorized Representative for R. K. SHAH & ASSOCIATES, INC. hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

  
Authorized Signature of Responder

Rajendrakumar K. Shah

Print or type name

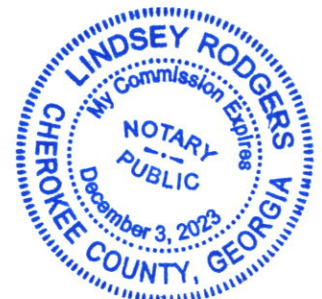
1-6-2023  
Date

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Date

2022-23  
Proposal Number



Lindsey Rodgers  
1/6/23

## CERTIFICATE AND ACKNOWLEDGEMENT

Item XIII. g.

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- ☐ YES ☒ NO Delinquent in the payment of taxes due to the City of Stonecrest.
- ☐ YES ☒ NO Building or health code violations on property owned that is not being actively abated;
- ☐ YES ☒ NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- ☐ YES ☒ NO Have any outstanding judgments or debts to the City;
- ☐ YES ☒ NO Have no past due loan(s) with the City;
- ☐ YES ☒ NO Been subject to a foreclosure within the previous ten (10) years;
- ☐ YES ☒ NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- ☐ YES ☒ NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

### CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Eric F Cooke as Authorized Representative for SGC Engineering LLC, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.



\_\_\_\_\_  
Authorized Signature of Responder

1/6/2023

\_\_\_\_\_  
Date

Eric F Cooke

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Proposal Number

## CERTIFICATE AND ACKNOWLEDGEMENT

Item XIII. g.

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

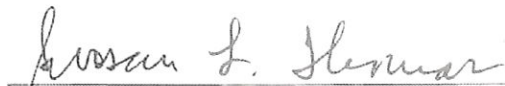
- ☐ YES ☒ NO Delinquent in the payment of taxes due to the City of Stonecrest.
- ☐ YES ☒ NO Building or health code violations on property owned that is not being actively abated;
- ☐ YES ☒ NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- ☐ YES ☒ NO Have any outstanding judgments or debts to the City;
- ☐ YES ☒ NO Have no past due loan(s) with the City;
- ☐ YES ☒ NO Been subject to a foreclosure within the previous ten (10) years;
- ☐ YES ☒ NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- ☐ YES ☒ NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

### CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Susan L. Thomas as Authorized Representative for Edwards-Pitman Environmental, Inc., hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.



Authorized Signature of Responder

1/5/2023

Date

Susan L. Thomas, AICP

Print or type name

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

2022-023

Proposal Number

**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this 6<sup>th</sup> day of Jan, 2023

R. K. SHAH & ASSOCIATES, INC.

(Name of Organization)

Rajendrakumar K. Shah

(Title of Person Signing)

Raj

(Signature)

2022-23

(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

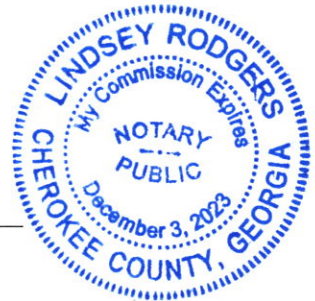
COUNTY OF Gwinnett )

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

Subscribed and sworn to me this 6 day of January, 2023.

Lindsey Rodgers  
Notary Public Signature

My Commission Expires: \_\_\_\_\_



### NON-COLLUSION AFFIDAVIT

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

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

### OATH AND AFFIRMATION

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

Dated this 6th day of Jan, 2023

SGC Engineering LLC

(Name of Organization)

Vice President

(Title of Person Signing)



(Signature)

(Bid Number)

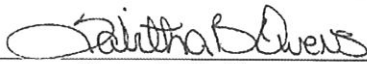
### ACKNOWLEDGEMENT

STATE OF North Carolina )

COUNTY OF Iredell )

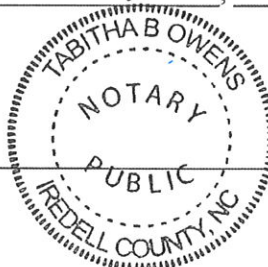
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 6 day of January, 2023.



Notary Public Signature

My Commission Expires: May 11, 2026



**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ 5th \_\_\_\_\_ day of January, 2023

Edwards-Pitman Environmental, Inc.

(Name of Organization)

Vice President

(Title of Person Signing)

*Susan L. Herman*

(Signature)

2022-023

(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF Georgia )

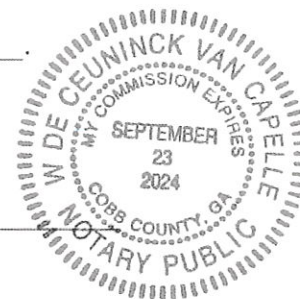
COUNTY OF Cobb )

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

Subscribed and sworn to me this 5th day of January, 2023.

*W de Ceuninck van Capelle*  
Notary Public Signature

My Commission Expires: 9/23/2024



## REQUEST FOR PROPOSAL CHECKLIST

It is the Proposer's responsibility to read the RFP fully to determine all necessary information/documents are submitted in order for the Proposal to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: Sidewalk Designs

PROPOSAL NO: 2022-23

- ☒ The proposal has been signed by an authorized principal or authorized official of the firm.
- ☒ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ☒ We are prepared to provide the insurance required in this solicitation.
- ☒ Completion of Conflict of Interest Disclosure
- ☒ Completed Certificate and Acknowledgement
- ☒ We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- ☒ We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \*Immigration and Security Form
  - \*Sub-Contractor Affidavit
  - \* Affidavit

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**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**  
**NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the  
area-classes of work checked below. Notice of qualification is not a notice of selection.


Item XIII. g.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
R. K. SHAH & ASSOCIATES, INC. 970 Peachtree Industrial Blvd., SUITE 200 Suwanee, GA 30024		March 18, 2020	March 12, 2023
SIGNATURE			
			
<b>1. Transportation Planning</b> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning  <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys  <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning		<b>3. Highway Design Roadway (continued)</b> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
		<b>4. Highway Structures</b> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
		<b>5. Topography</b> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
<b>2. Mass Transit Operations</b> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems  <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing		<b>6. Soils, Foundation &amp; Materials Testing</b> <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
<b>3. Highway Design Roadway</b> <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas  <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input checked="" type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture		<b>8. Construction</b> <input type="checkbox"/> 8.01 Construction Supervision	
		<b>9. Erosion and Sedimentation Control</b> <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**  
**NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.


Item XIII. g.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
SGC Engineering LLC 1001 Weatherstone Parkway, Suite 420 Woodstock, GA 30188		June 9, 2022	June 13, 2025
SIGNATURE			
			
<b>1. Transportation Planning</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1.01 State Wide Systems Planning</li> <li><input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning</li> <li><input type="checkbox"/> 1.03 Aviation Systems Planning</li> <li><input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning</li> <li><input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning</li> <li><input type="checkbox"/> 1.06 Unknown</li> <li><input type="checkbox"/> 1.06a NEPA Documentation</li> <li><input type="checkbox"/> 1.06b History</li> <li><input type="checkbox"/> 1.06c Air Studies</li> <li><input type="checkbox"/> 1.06d Noise Studies</li> <li><input type="checkbox"/> 1.06e Ecology</li> <li><input type="checkbox"/> 1.06f Archaeology</li> <li><input type="checkbox"/> 1.06g Freshwater Aquatic Surveys</li> <li><input type="checkbox"/> 1.06h Bat Surveys</li> <li><input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies</li> <li><input type="checkbox"/> 1.08 Airport Master Planning</li> <li><input type="checkbox"/> 1.09 Location Studies</li> <li><input type="checkbox"/> 1.10 Traffic Studies</li> <li><input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies</li> <li><input type="checkbox"/> 1.12 Major Investment Studies</li> <li><input type="checkbox"/> 1.13 Non-Motorized Transportation Planning</li> </ul>	<b>3. Highway Design Roadway (continued)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation</li> <li><input type="checkbox"/> 3.10 Utility Coordination</li> <li><input type="checkbox"/> 3.11 Architecture</li> <li><input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway)</li> <li><input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians</li> <li><input type="checkbox"/> 3.14 Historic Rehabilitation</li> <li><input type="checkbox"/> 3.15 Highway Lighting</li> <li><input type="checkbox"/> 3.16 Value Engineering</li> <li><input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure</li> </ul>		
<b>2 Mass Transit Operations</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management</li> <li><input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies</li> <li><input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System</li> <li><input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems</li> <li><input type="checkbox"/> 2.05 Mass Transit Architectural Engineering</li> <li><input type="checkbox"/> 2.06 Mass Transit Unique Structures</li> <li><input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems</li> <li><input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services</li> <li><input type="checkbox"/> 2.09 Aviation</li> <li><input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing</li> </ul>	<b>4. Highway Structures</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 4.01a Minor Bridges Design</li> <li><input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL</li> <li><input type="checkbox"/> 4.02 Major Bridges Design</li> <li><input type="checkbox"/> 4.03 Movable Span Bridges Design</li> <li><input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges)</li> <li><input type="checkbox"/> 4.05 Bridge Inspection</li> </ul>		
<b>3 Highway Design Roadway</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design</li> <li><input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers</li> <li><input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas</li> <li><input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design</li> <li><input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate</li> <li><input type="checkbox"/> 3.06 Traffic Operations Studies</li> <li><input type="checkbox"/> 3.07 Traffic Operations Design</li> <li><input type="checkbox"/> 3.08 Landscape Architecture</li> </ul>	<b>5. Topography</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 5.01 Land Surveying</li> <li><input checked="" type="checkbox"/> 5.02 Engineering Surveying</li> <li><input checked="" type="checkbox"/> 5.03 Geodetic Surveying</li> <li><input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft</li> <li><input type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade</li> <li><input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade</li> <li><input type="checkbox"/> 5.05 Aerial Photogrammetry</li> <li><input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)</li> <li><input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)</li> <li><input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)</li> <li><input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR)</li> <li><input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared</li> <li><input type="checkbox"/> 5.07 Cartography</li> <li><input type="checkbox"/> 5.08 Subsurface Utility Engineering</li> </ul>		
	<b>6. Soils, Foundation &amp; Materials Testing</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 6.01a Soil Surveys</li> <li><input type="checkbox"/> 6.01b Geological and Geophysical Studies</li> <li><input type="checkbox"/> 6.02 Bridge Foundation Studies</li> <li><input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)</li> <li><input type="checkbox"/> 6.04a Laboratory Materials Testing</li> <li><input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials</li> <li><input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies</li> </ul>		
	<b>8. Construction</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 8.01 Construction Supervision</li> <li><input type="checkbox"/> 8.02 Airport Construction Administration and Observation</li> </ul>		
	<b>9. Erosion and Sedimentation Control</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program</li> <li><input type="checkbox"/> 9.02 Rainfall and Runoff Reporting</li> <li><input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations</li> </ul>		

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**  
**NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

Item XIII. g.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
EDWARDS-PITMAN ENVIRONMENTAL, INC. 2700 CUMBERLAND PARKWAY, STE. 300, ATLANTA, GA 30339		March 31, 2020	March 12, 2023
<b>SIGNATURE</b>			
			
<b>1. Transportation Planning</b> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning  <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input checked="" type="checkbox"/> 1.06g Freshwater Aquatic Surveys  <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning		<b>3. Highway Design Roadway (continued)</b> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture  <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
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		<b>5. Topography</b> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
<b>2. Mass Transit Operations</b> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems  <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing		<b>6. Soils, Foundation &amp; Materials Testing</b> <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
<b>3. Highway Design Roadway</b> <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas  <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture		<b>8. Construction</b> <input type="checkbox"/> 8.01 Construction Supervision	
		<b>9. Erosion and Sedimentation Control</b> <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

## 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 R.K. Shah & Associates, Inc. .. ("Contractor").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing paving services.

**WHEREAS**, Contractor submitted a response to the City's Request for Proposal 2022-023 for Sidewalk design, 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 October 31, 2023 ("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, 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 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 Indemnatee 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:**

Acting City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)

**With copies to:**

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

**If to the Contractor:**

**R.K. Shah & Associates**  
Attn : Raju K. Shah  
970 Peachtree Industrial Blvd. Ste 200  
Suwanee, GA 30024  
Email : [raju.shah@rkshah.com](mailto:raju.shah@rkshah.com)  
Phone : 770-436-5070

**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:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_

**EXHIBIT A**  
**SERVICES/ SCOPE OF WORK**

Item XIII. g.

## Browns Mill -

### Sidewalk Specifications:

Sidewalk Width: 5 feet - Wheelchair Accessible with ADA Ramps

Ends: Arabia Mountain Trail

## Covington Highway

Covington Highway has 100 ft. GDOT rights-of-way. Sidewalk shall be placed behind the existing power poles, where possible.

### Sidewalk Specifications:

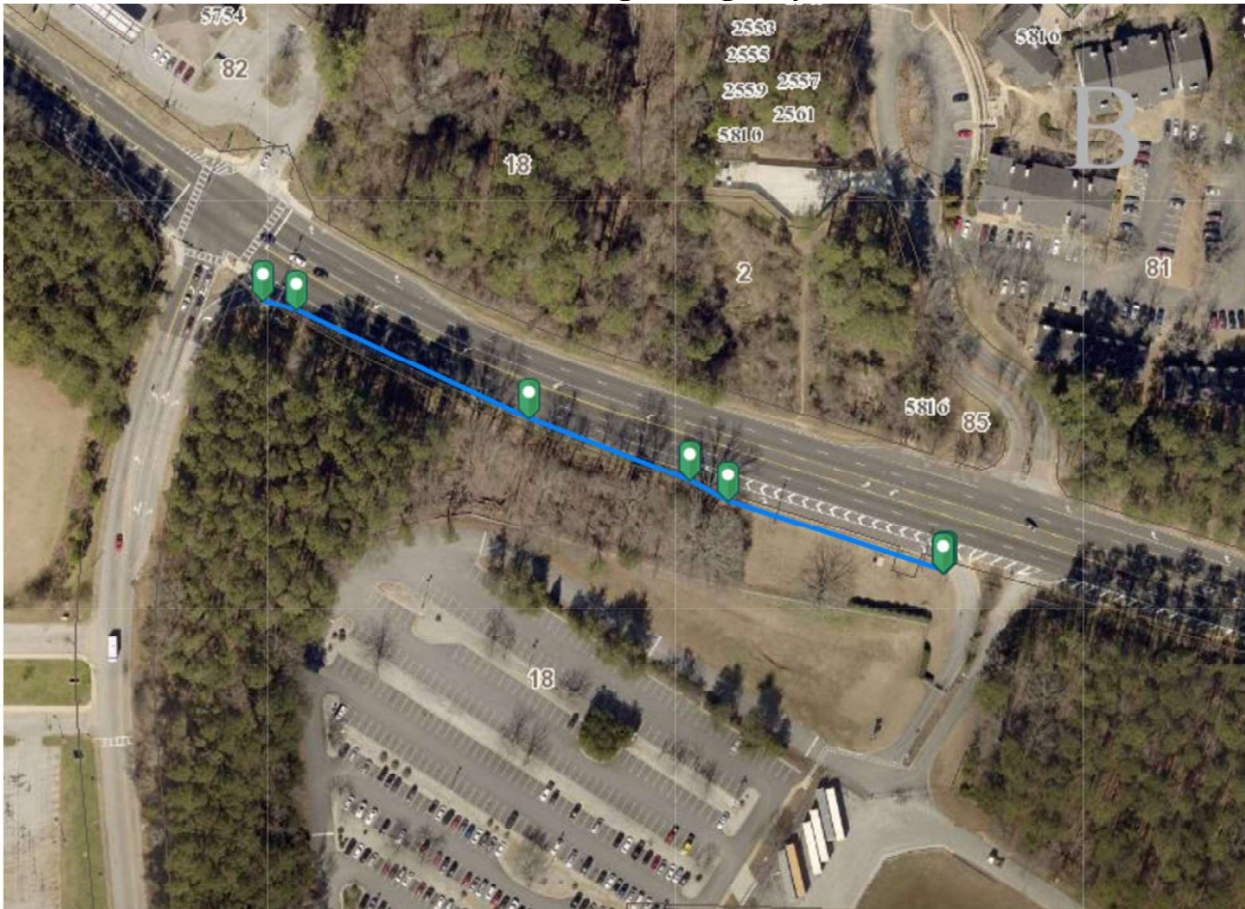
Sidewalk Length: 750 LF

Sidewalk Width: 5 feet - Wheelchair Accessible with ADA Ramps

Starts: Miller Road

Ends: Thicket Way

### Covington Highway Sidewalk



### Deliverables for Both Sections

- a. Construction plans for bid
- b. Scope of work for bid document
- c. Engineering Cost estimate
- d. GDOT Encroachment Permit
- e. Utility coordination before and during construction

**EXHIBIT B**  
**COST PROPOSAL**  
(ATTACHED)

## 4.0 Cost Proposal

Item XIII. g.

### REQUEST FOR PROPOSAL NO. 2022-23 SIDEWALK DESIGN

#### COST PROPOSAL SCHEDULE

Please provide a Lum Sum cost for this scope

**Submit electronically via Bidnet**

Total Lump Sum for Sidewalk Designs Fee: \$70,744.50



January 09 2023

PROPOSER : R. K .SHAH &amp; ASSOCIATES, INC.

REF: City of Stonecrest RFP No. 2022-023/Sidewalk Design

SUB: Detailed Design Fee Estimate

Personnel /Category	Estimated Manhour	Unit Cost \$/Hour	Estimated Total Fee - \$
<b>Project Design/Management/ SHAH &amp; ASSOCIATES, INC.</b>	<b>R. K.</b>		
Project Manager	16	\$ 155.00	\$ 2,480.00
Enginner	32	\$ 118.00	\$ 3,776.00
Designer	280	\$ 99.00	\$ 27,720.00
Cadd	180	\$ 78.00	\$ 14,040.00
<b>Sub Total Desgin/Management -(1)</b>			<b>\$ 48,016.00</b>
<b>Survey/Database Preparation/ Engineering LLC</b>	<b>SGC</b>		
Survey/Project Manager	8	\$ 140.00	\$ 1,120.00
Professional Land Surveyor	24	\$ 120.00	\$ 2,880.00
Survey Crew- 2 Person	40	\$ 135.00	\$ 5,400.00
Survey/Cadd Technician	40	\$ 85.00	\$ 3,400.00
<b>Sub Total Survey/Database Preparation - (2)</b>			<b>\$ 12,800.00</b>
<b>Environmetal Investigation Screening/ Report / Environmental Inc.</b>	<b>Edwards-Pitman</b>		
Environmental Project Manager	20	\$ 164.25	\$ 3,285.00
Senior Ecologist	24	\$ 164.25	\$ 3,942.00
Ecologist (QA/QC)	2	\$ 127.00	\$ 254.00
Historic/Cultural Resource Secialist	22	\$ 111.25	\$ 2,447.50
<b>Sub Total Environmetal Investigation Screening/ Report -(3)</b>			<b>\$ 9,928.50</b>
<b>Total Lump Sum Fee -Sidewalk Design (1)+(2)+(3)</b>			<b>\$ 70,744.50</b>

## 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.

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

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

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

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**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  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**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

**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.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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)\_\_\_\_\_  
Date\_\_\_\_\_  
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).

APPENDIX IV  
2023 Street Resurfacing Bid Schedule- Bid Package 1

Pay Item	Description	QTY	Unit	Unit Price	Total Price
150-1001	Traffic Control	1	LS	\$54,500.00	
215-0250	Undercut Excavation and Disposal of Materials (As directed by City Engineer)	25	SY	\$ 193.20	\$ 4,830.00
310-1101	Graded Aggregate Base-Including material (As directed by City Engineer)	25	TN	\$ 100.00	
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	63,000	SY	\$ 3.15	\$198,450.00
402-1802	Recycled /asphalt Concrete Patching using 19 MM Superpave including Bituminous Material & H Lime	1,100	TN	\$ 226.92	\$249,612.00
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	5,300	TN	\$ 132.77	
413-1000	Bitum Tack Coat	2,750	GL	\$ 6.50	
611-8050	Adjust Manhole to Grade	20	EA	\$ 275.00	\$ 5,500.00
611-8140	Adjust Utility valves to Grade	5	EA		\$ 1,000.00
653-0110	Thermoplastic PVMT Marking, Arrow TYPE1		LF	\$ 1,000.00	
653-0120	Thermoplastic PVMT Marking, Arrow TYPE2		LF	\$ 350.00	
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN White		LF	\$ 3.00	
653-1502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	820	LF	\$ 1.15	\$ 943.00
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN White	105	LF	\$ 14.18	\$ 1,500.00
653-1804	Thermoplastic Solid Traffic Stripe, 8 IN White		LF	\$ 5.00	
653-3501	Thermoplastic Solid Traffic Stripe, 5 IN White		GLF	\$ 1.75	
653-3502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow		GLF	\$ 1.75	
	2023 Street Resurfacing Bid	Total Bid Price			1,239,900.90

**ITB 2022-025**  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

Item XIII. g.

I hereby certify that I am a principle and duly authorized representative of SHEPCO PAVING, INC., ("Contractor"), whose address is

4080 **MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005**

\_\_\_\_\_, 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: SHEPCO PAVING, INC.

Date: 01/17/2023

Signature: \_\_\_\_\_

(, T J-f"-J

Title: ESTIMATOR



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: SHEPCO PAVING, INC

Address: 4080 MGINNIS FERRY RD. STE 203  
ALPHARETTA, GA 30005

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 contracting with the City of Stonecrest 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 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 sub contractor(s) is/are retained to perform such service.

183413

E Verify™ ompany Identification Number

04/02/10

Date of Authorization

(Signature)

01/17/2023

Date

BY: Authorized Officer or Agent  
(Name of Person or Entity)  
**CARTER NICELY**

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

17 DAY OF JANUARY, 2023

(Signature)  
Notary Public

[NOTARY SEAL]

NOTARY SEAL  
EXPIRES

My Commission Expires: 02/20/2024

GEORGIA  
FEB. 20, 2024  
Clerk of Superior Court

\* 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



### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Stonecrest (City), requests that interested parties submit formal sealed bids/proposals for the resurfacing of streets within the city. Street locations can be found on the location map provided in this bid package. The list of roads also provided in the Appendix IV.

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

### **GENERAL CONDITIONS**

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Stonecrest ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

### **PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of

this contract shall be substantially completed by March 31, 2023. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.). No lane closures will be allowed on major streets except between the hours of 9:00AM to 4:00PM as noted in the Special Conditions section of this ITB.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by November 30, 2023. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

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

- a) Milling
- b) Patching
- c) Leveling
- d) Resurfacing
- e) Thermoplastic Striping
- f) Raised Pavement Markers

The contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

### **PERMITS AND LICENSES**

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all

notices necessary and incidental to the due and lawful prosecution of the work.

### **MATERIALS**

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

### **PUBLIC NOTIFICATION**

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

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

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

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

### **TRAFFIC CONTROL**

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

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the overall pricing for the project. There is no separate payment item for Traffic Control.

The contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.

The contractor shall be responsible for providing and installing signs at the subdivision entrance, as defined in the Special Conditions section of this ITB. The location and applicability of placing these signs shall be determined by the City. The signs shall remain in place until all contract work (excluding punch list) has been completed and accepted.

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

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

**MILLING**

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

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

All Streets shall be milled 1.5 inches prior to identifying the patching areas.

**REPAIR OF EXISTING PAVEMENT**

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

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

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

**BITUMINOUS TACK COAT**

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

**ASPHALT CONCRETE PAVING**

Topping course shall be 165 LB/SY, 9.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content) as indicated in the bid schedule.

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

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

Load tickets that meet Georgia Department of Transportation Specifications must accompany all

delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

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

### **ADJUSTING UTILITY STRUCTURES TO GRADE**

Contractor(s) shall be responsible for adjusting sewer manholes and water valves within the paving limits. City Engineer, or designee will approve number of locations for each street. A pay item is included in the bid schedule.

### **THERMOPLASTIC PAVEMENT MARKINGS**

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

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

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

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

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

### **SIGNAL SYSTEM REPAIR**

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

Contractor shall immediately notify the City Engineer at (770) 865-5645 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the City Engineer.

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

### **CLEANUP**

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

### **SAFETY**

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

### **SPECIAL CONDITIONS**

1. All streets on this project are required for traffic control. Subdivision Entrance shall have signs placed three (3) days prior to milling. These signs will be 18" X 24" size with the board material, waterproof. No Electronic signs are required. Text will indicate 2023 SPLOST Paving, City of Stonecrest, and e-mail. Specific Graphics will be provided by the City of Stonecrest to the selected Contractors. Number of signs requires are included in the Bid Table.



## CITY COUNCIL AGENDA ITEM

**SUBJECT: 2831 Farington Road Easement Agreement Approval**

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

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

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

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

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

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

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

**Current Council Meeting:** Monday, February 27, 2023

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

**PRESENTER:** Gia Scruggs

**PURPOSE:**

**FACTS:** Georgia Power is upgrading electric distribution facilities to improve service reliability for the community and identified Grantors property for equipment placement. The City does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out herein. The easements and rights declared, established, created and granted to Grantee in this Agreement may be utilized by Grantee and its respective guests, patrons, invitees, contractors, agents, servants, licensees, tenants and employees in connection with the development, use as need for the Project The consideration for the placement of this easement is \$6,000

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

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

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Agenda Cover
- (2) Attachment 2 - Easement agreement
- (3) Attachment 3 - Legal Description
- (4) Attachment 4 - Preliminary Exhibit
- (5) Attachment 5 - [Click or tap here to enter text.](#)

After recording, return to:  
 Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE Bin 10151  
 Atlanta, GA 30308-3374

-----  
 PROJECT **2021030370** LETTER FILE DEED FILE MAPFILE  
 ACCOUNT NUMBER **10336549-GPC4013-KPT-15**  
 NAME OF LINE/PROJECT: **GPC GRID MINOLA 1072 (DEKALB COUNTY) DISTRIBUTION LINE**  
 PARCEL NUMBER **005**  
 -----

STATE OF GEORGIA  
 DEKALB COUNTY

### **EASEMENT AGREEMENT**

EASEMENT AGREEMENT (this “Agreement”) made this day of \_\_\_\_\_, 2023, by and between the City of Stonecrest (“Grantor”), a municipal corporation duly incorporated and existing under the laws of the State of Georgia, and Georgia Power Company, a Georgia corporation duly organized and existing under the laws of the State of Georgia (the “Grantee”) (collectively, the “Parties”).

#### **W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of (“Property”) located at 2831 Fairington Parkway, Lithonia, Georgia 30038 (Tax Parcel ID No. 16 055 01 011) in Land Lot 55 of the 16 District of Dekalb County, Georgia and being more particularly described on Exhibit “A” attached hereto;

**WHEREAS**, Grantee is upgrading electric distribution facilities to improve service reliability for the community and identified Grantors property for equipment placement.

**WHEREAS**, Grantor hereby grant and convey to the Grantee, its successors and assigns, the right, privilege and easement (“Easement”) to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein;

**WHEREAS**, the “Easement Area” is defined as any portion of the Property located within fifteen (15) feet of the centerline of the overhead GPC Grid Minola 1072 distribution line(s) as installed (“Project”) in the approximate location shown on “Exhibit A” attached hereto and made a part hereof;

**WHEREAS**, Grantor is willing to grant and Grantee is willing to accept the following easements and rights subject to the terms and conditions of this Agreement.

**NOW, THEREFORE, in consideration of Six Thousand n/100ths Dollars (\$6,000.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and benefits to be provided hereunder, the parties hereto agree as follows:

1. **RECITALS.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein for all purposes.
2. **GRANT OF EASEMENT.** Subject to and conditioned upon this Agreement, Grantor, for itself, legal representatives, successors and assigns, does hereby grant, bargain, sell, alien, convey and confirm, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee for the use and benefit of the Grantee easement of unrestricted and free access, The right of ingress and egress over the Property to and from the Easement Area; and (as defined hereinafter). The Easement is more particularly described in Exhibit "A".
3. **USE OF EASEMENTS.** The Grantor does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out herein. The easements and rights declared, established, created and granted to Grantee in this Agreement may be utilized by Grantee and its respective guests, patrons, invitees, contractors, agents, servants, licensees, tenants and employees in connection with the development, use as need for the Project.
4. **RESTRICTIONS AND LIMITATIONS.** For the consideration as set out hereinabove, Grantor does hereby expressly covenant and agree, as follows:
  - a. No buildings, structures, objects of natural growth or obstructions located on the Property shall penetrate or extend into the Easement. Grantor shall prevent any prohibited obstructions from affecting the Easement. Notwithstanding the foregoing, Grantor shall not be obligated to cut any tree that penetrates the Easement.
  - b. Without limiting Grantor's obligation to permit all prohibited obstructions in the Easement, Grantor grants and conveys to Grantee, its agents, contractors, servants and employees, the continuing right and easement to take action necessary to prevent the erection, continuing existence, or growth of any building, structure, improvement, tree or other object into the Easement, and to from the Easement any and all buildings, structures, improvements, trees or other object that may extend into the Easement, together with the right of unlimited ingress to, egress from, without notice, through the Property from time to time for any such purpose. Grantor does hereby grant unto Grantee permission to reduce the height of trees by the tops of trees that penetrate the Easement.
5. **RESERVED RIGHTS OF THE PARTIES.** The parties shall retain rights as follows:
  - a. The rights granted herein include and embrace the right of the Grantee to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances;
  - b. The right to attach communication facilities and related apparatus, fixtures, and

appliances to said poles; the right to stretch communication or other lines within the Easement Area;

- c. The right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes;
- d. The right to assign this Easement in whole or in part;
- e. The right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom;
- f. The right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Grantee now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; and
- g. The right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Grantee shall remain the property of the owner of said timber.

6. **TERMINATION OF EASEMENTS.** In the event of the termination or expiration of the Project within this Agreement, any rights or easements granted hereunder by Grantor to Grantee, which rights are confined solely within the physical boundaries of the Project Parcel, shall automatically terminate to such extent and have no further force and effect. Notwithstanding the foregoing, nothing contained in this Section 3 shall be construed to alter, modify or change any of the rights granted hereunder from Grantor to Grantee with respect to property other than the Project encumbered by this Agreement.
7. **INDEMNIFICATION OF GRANTOR.** The Grantee shall not be liable for or bound by any statement, agreement or understanding not herein expressed. Grantee hereby indemnifies and holds harmless Grantor from any and all claims, liabilities, demands, costs and expenses, including court costs and attorneys' fees actually incurred at standard hourly rates arising out of or related to any claim, liability or damage incurred by Grantor as the result of the grant of the rights and easements to Grantee in this Agreement, the exercise of such rights by Grantee or Grantee's interference with existing easement rights granted by Grantor to third parties, including all personal injury or property damage occurring on the Property, provided that such claim, liability, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property on the Property, and only to the extent caused by the negligent acts or omissions of the Grantee or any party directly or indirectly engaged by Grantee. The foregoing indemnities shall survive the expiration or termination of this Agreement.
8. **SUCCESSOR AND ASSIGNS.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, successors-in-title and assigns. Grantor terms shall include heirs, successors and assigns.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
11. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective either upon the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or upon confirmed delivery, when sent by facsimile transmission or by private courier service for same-day or overnight delivery. Rejection or other refusal to accept delivery or inability to deliver because of changed address of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

To Grantor:

City of Stonecrest  
 Street  
 Stonecrest, Georgia  
 Attention:

To Grantee:

Georgia Power Company  
 Attn: Land Acquisition (Recording)  
 241 Ralph McGill Blvd NE Bin 10151  
 Atlanta, GA 30308-3374  
 Attention: Destiny Cabrera

By notice in accordance with the above to all parties shown above, the parties hereto may designate from time to time a change of address for all such notices.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior discussions and agreements between the parties with respect to the subject matter hereof are merged herein. Any agreement hereunder made shall be ineffective to change, modify or discharge this Agreement unless such agreement hereafter made is in writing and signed by the parties hereto.
13. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. **EXHIBITS.** Any exhibit referred to in this Agreement is incorporated herein by reference and forms a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Grantor has/have hereunto set his/her/their hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence  
of:

CITY OF STONECREST

By: \_\_\_\_\_ (SEAL)

Name:

Title:

\_\_\_\_\_  
Witness

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

Name:

Title:

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

[CORPORATE SEAL]

## EXHIBIT "A"

## Legal Description

**Parcel 1:**

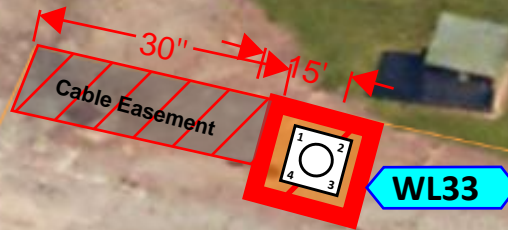
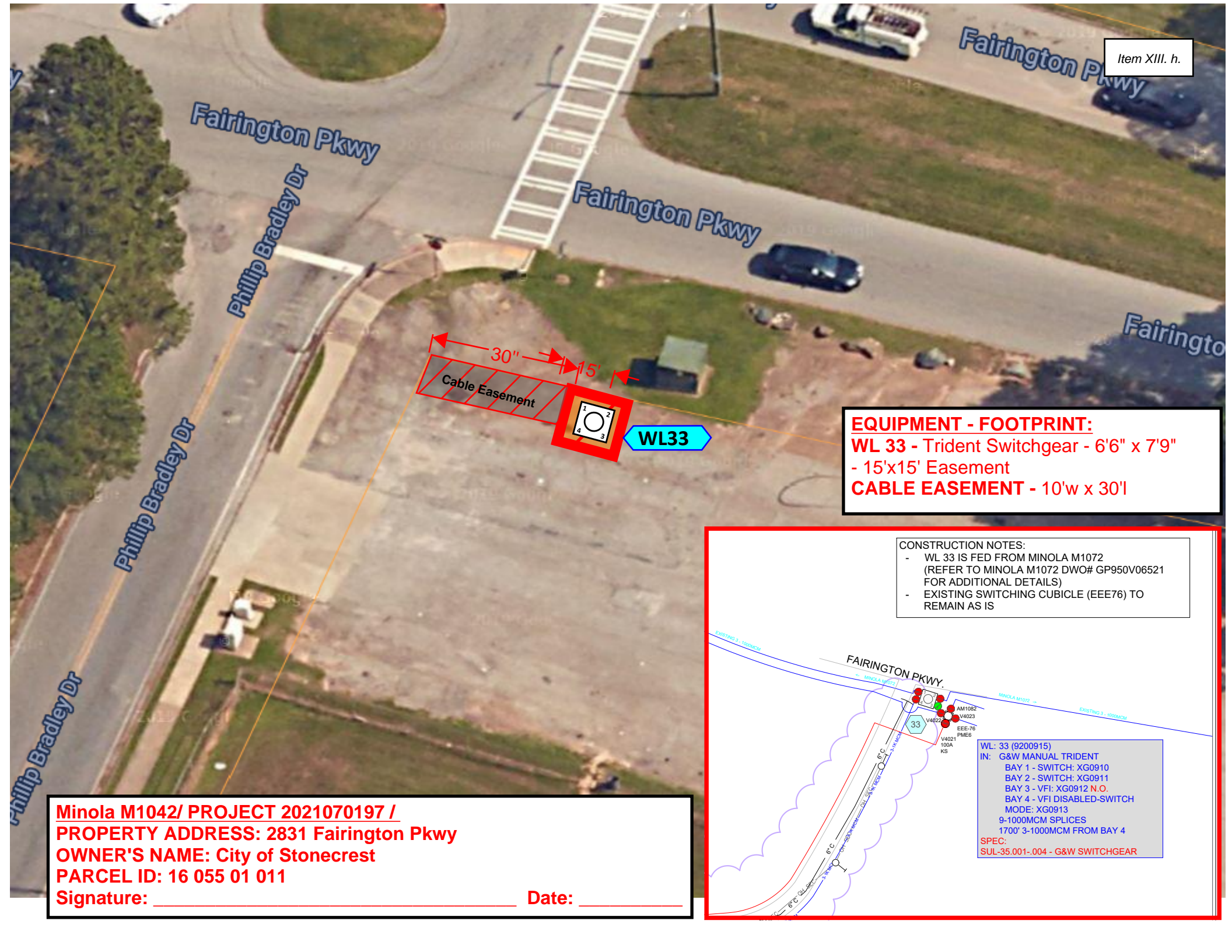
All that tract or parcel of land lying and being in Land Lot 55 of the 16<sup>th</sup> District of Dekalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the corner common to Land Lots 42, 43, 54 and 55, said district and county; thence North 88°49'55" East, along the land lot line common to Land Lots 54 and 55, said district and county, a distance of 766.71 feet to an iron pin set at the point of intersection of the land lot line common to Land Lots 54 and 55 and the East right-of-way line of Ottawa Trail (being 60' RW), which iron pin marks the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established and running in a Northeasterly direction along the East right-of-way line of Ottawa Trail and following the curvature thereof a distance of 51.54 feet to a point; thence North 88°49'55" East a distance of 1,050.34 feet to a point; thence North 20°54'06" West a distance of 160.68 feet to a point; thence North 25°35'54" East a distance of 98.57 feet to a point; thence North 41°05'54" East a distance of 62.88 feet to a point; thence North 10°05'54" East a distance of 77.13 feet to a point; thence North 39°05'54" East a distance of 81.25 feet to a point; thence North 56°35'54" East a distance of 99.93 feet to a point; thence North 19°35'54" East a distance of 23.07 feet to a point; thence North 40°35'54" East a distance of 69.48 feet to a point; thence North 50°21'36" East a distance of 88.84 feet to a point; thence North 50° 21'36" East a distance of 73.22 feet to a point; thence North 34°16'35" East a distance of 539.39 feet to a point on the Southern right-of-way of Farrington Parkway; thence South 60°11'48" East a distance of 19.19 feet to a point; thence South 60°19'48" East a distance of 6.56 feet to an iron pin found; thence South 69°08'03" East a distance of 83.08 feet to a point; thence South 34°12'19" West a distance of 574.22 feet to a point; thence South 50°05'54" West a distance of 176.18 feet to a point; running thence South 40°35'54" West a distance of 34.00 feet to a point; thence South 19°35'54" West a distance of 38.00 feet to a point; thence South 56°35'54" West a distance of 118.00 feet to a point; thence South 39°05'54" West a distance of 40.00 feet to a point; running thence South 10°05'54" West a distance of 79.00 feet to a point; thence South 41°05'54" West a distance of 77.00 feet to a point; thence South 25°35'54" West a distance of 42.00 feet to a point; running thence South 20°54'06" East a distance of 151.00 feet to a point; thence North 88°35'54" East a distance of 244.81 feet to a point; thence South 12°47'56" West a distance of 55.46 feet to a point on the Northern land lot line of Land Lot 54; thence along the Northern land lot line of Land Lot 54, South 89°26'56" West a distance of 38.09 feet to an iron pin found; thence continue along the Northern land lot line of Land Lot 54, South 89°49'55" West a distance of 1,363.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract containing 4.59 acres and designated as the Common Use Easement on the Boundary Survey for Community Building Systems, prepared by Planners and Engineers Collaborative, certified by Robert L. White, Georgia Registered Land Surveyor No. 2080, dated July 18, 1986, which Boundary Survey is incorporated herein by reference.

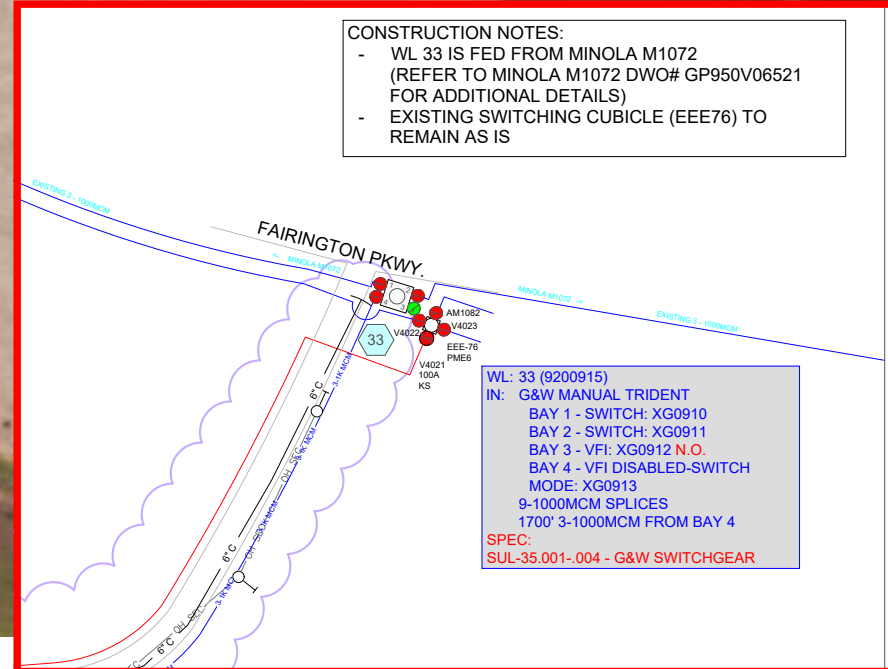
**Parcel 2:**

All that tract or parcel of land lying and being in Land Lot 55 of the 16<sup>th</sup> District of DeKalb County, Georgia, being identified as Tax Parcel No. 16-055-01-011 and located along and adjacent to the southerly right-of-way line of Farington Parkway and according to the records of the Tax Commissioner of DeKalb County, being a portion of the property acquired by DeKalb County, Georgia, by virtue of that certain Quit Claim Deed from DeKalb Investing, Inc., dated September 25, 1979, and recorded in Deed Book 4179, page 240, Records of DeKalb County, Georgia.



**EQUIPMENT - FOOTPRINT:**  
**WL 33 - Trident Switchgear - 6'6" x 7'9"**  
**- 15'x15' Easement**  
**CABLE EASEMENT - 10'w x 30'l**

- CONSTRUCTION NOTES:**
- WL 33 IS FED FROM MINOLA M1072 (REFER TO MINOLA M1072 DWO# GP950V06521 FOR ADDITIONAL DETAILS)
  - EXISTING SWITCHING CUBICLE (EEE76) TO REMAIN AS IS



**WL: 33 (9200915)**  
**IN: G&W MANUAL TRIDENT**  
 BAY 1 - SWITCH: XG0910  
 BAY 2 - SWITCH: XG0911  
 BAY 3 - VFI: XG0912 N.O.  
 BAY 4 - VFI DISABLED-SWITCH  
 MODE: XG0913  
 9-1000MCM SPLICES  
 1700' 3-1000MCM FROM BAY 4  
**SPEC:**  
**SUL-35.001-.004 - G&W SWITCHGEAR**

**Minola M1042/ PROJECT 2021070197 /**  
**PROPERTY ADDRESS: 2831 Fairington Pkwy**  
**OWNER'S NAME: City of Stonecrest**  
**PARCEL ID: 16 055 01 011**  
**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**