CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, June 22, 2026 at 6:00 PM

Mayor Jazzmin Cobble

Mayor Pro Tem Tara Graves - District 1 ***Vacant - District 2***

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

Council Member Karmesha W. Smith - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

II. ROLL CALL: Sonya Isom, City Clerk

III. INVOCATION

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

V. APPROVAL OF THE AGENDA

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - Special Called Meeting, May 18, 2026

b. Approval of Meeting Minutes - City Council Meeting, May 26, 2026

c. Approval of Meeting Minutes - Special Called Meeting, May 28, 2026

VII. PUBLIC COMMENTS

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

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

VIII. PUBLIC HEARINGS

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

When it is your turn to speak, please state your name, address and relationship to the case.. There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. **Public Hearing** - 2026 Millage Rate - *Keisha Franklin, Finance Director & Eric Hawkins, Revenue Manager*

b. **For Decision** - Resolution for the 2026 Millage Rate - *Keisha Franklin, Finance Director & Eric Hawkins, Revenue Manager*

c. **Public Hearing** - ZM 26-001 Woodrow Road - *Shawanna Qawiy, Division Director Community Development*

d. **For Decision** - Ordinance for ZM 26-001 6400 Woodrow Road - *Shawanna Qawiy, Division Director Community Development*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS

a. **Proclamation** - Municipal Court Clerk

XII. OLD BUSINESS

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

b. **For Decision** - Resolution for the Matrix Fee Study - *Shawanna Qawiy, Division Director Community Development & Keisha Franklin, Finance Director*

c. **For Decision** - Ordinance for Purchasing Card Policy Amendment, 2nd Read - *Keisha Franklin, Finance Director*

XIII. NEW BUSINESS

a. **For Decision** - Contract for Audit Services - *Keisha Franklin, Finance Director & Catherine Turner, City Manager*

b. **For Decision** - Contract for Vendor Recommendation for Southeast Athletic Complex Dog Park - *Tanisha Boynton, Procurement Manager & Hari Karikaran, City Engineer*

c. **For Decision** - Ordinance Appointing DeKalb County to Conduct the City of Stonecrest Special Election - *Sonya Isom, City Clerk*

d. **For Decision** - Resolution to Set Qualifying Dates & Fees for the November 3, 2026 Special Election - *Sonya Isom, City Clerk*

e. **For Decision** - Feral Hogs Program Hotline - *George Turner, District 4 Councilmember & Karmesha Smith, District 5 Councilmember*

f. **For Discussion** - Execution of the City Manager Agreement & Authorization of Signatory - *Tara Graves, Mayor Pro Tem*

g. **For Discussion** - Supplemental Pay Policy - *Tara Graves, Mayor Pro Tem*

h. **For Discussion** - Governance and Ethics Standards - *Tara Graves, Mayor Pro Tem*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

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

XVIII. ADJOURNMENT

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – SUMMARY

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, May 18, 2026 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Karmesha W. Smith - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

The meeting began at 6:10pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Mayor Cobble arriving after roll call and both Mayor Pro Tem Tara Graves and Councilmember Karmesha Smith being present virtually.

III. AGENDA ITEMS

a. For Decision - Approve the Proposed Advertised 2026 Millage Rate of 1.257 mills and Authorize Staff to Publish and Advertise the Required Millage Rate Public Hearing Notices and Associated Advertisements in Accordance with State Law - *Michael McCoy, Deputy City Manager, Keisha Franklin, Finance Director & Ed Wall, Financial Advisor*

Motion – made by Councilmember Terry Fye to approve the Proposed Advertised 2026 Millage Rate of 1.257 mills. Second by Councilmember George Turner.
Motion passed 3-2 with Mayor Pro Tem Tara Graves and Councilmember Alecia Washington voting Nay.

b. For Decision - Resolution for the Stonecrest/Lithonia Industrial CID - *George Turner, District 4 Councilmember*

Deputy City Clerk read the preamble.

Motion – made by Councilmember George Turner to approve the Resolution for the Stonecrest/Lithonia Industrial CID. Second by Councilmember Alecia Washington.
Motion passed unanimously.

IV. EXECUTIVE SESSION

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

a. Personnel

Motion – made by Councilmember Terry Fye to enter executive session to discuss personnel. Second by Councilmember Alecia Washington.
Motion passed unanimously.

Motion – made by Councilmember Karmesha Smith to exit executive session and return to the regular scheduled meeting. Second by Councilmember Terry Fye.
Motion passed unanimously.

Motion – made by Councilmember George Turner to approve the minutes from the executive session. Second by Councilmember Terry Fye.
Motion passed unanimously.

V. ADJOURNMENT

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

The meeting was adjourned at 7:23pm.

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

Tuesday, May 26, 2026 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Karmesha W. Smith - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

The meeting was called to order at 6:07pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Mayor Cobble arriving after roll call.

III. INVOCATION: Karmesha W. Smith, District 5 Councilmember

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

V. APPROVAL OF THE AGENDA

Motion - made by Councilmember George Turner to approve the agenda as listed. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

Thank you to Councilman Fye, who submitted his resignation, effective May 25, 2026.

There were additional comments by Councilman George Turner stating Councilmember Fye was definitely an asset to the City of Stonecrest. Councilmember Smith thanked Councilmember Fye for what he has done in the community. It has been a pleasure working with him and she wishes him the best.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - Special Called Meeting, April 3, 2026

Motion – made by Councilmember George Turner to approve the April 3, 2026, Special Called Meeting Minutes. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

b. Approval of Meeting Minutes - Work Session, April 13, 2026

Motion – made by Councilmember Alecia Washington to approve the April 13, 2026, Work Session meeting minutes. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

c. Approval of Meeting Minutes - City Council Meeting, April 27, 2026

Motion – made by Councilmember Karmesha Smith to approve the April 27, 2026, City Council meeting minutes. Second by Councilmember George Turner.
Motion passed 4-0 with District 2 Council seat vacant.

VII. PUBLIC COMMENTS

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

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

Terry Fye- Comments by prior City Council member Fye, speaking of united strength, oversight, is experiences as a council member, and the future of Stonecrest.

Faye Coffield- Concerns about the City of Stonecrest, taxes, funds given to a college, welcoming sign, infrastructure, and her additional thoughts on the City of Stonecrest.

VIII. PUBLIC HEARINGS

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

When it is your turn to speak, please state your name, address and relationship to the case. There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS

a. GMA Presentation - *Freddie Broome, GMA*

Presentation and award given by Freddie Broome from the Georgia Municipal Association to Councilmember Alecia Washington for completion of the 8-Month Municipal Leader Community and Workplace Coach Certificate Program.

b. Recognition of Achievements for Arabia Mountain High School Students, 2026 - *Karmesha Smith, District 5 Councilmember*

Recognition by Councilmember Karmesha Smith to the elite scholars of Arabia Mountain High School for their achievements in the following categories: DeKalb Film Festival, Track & Field, Nation Builders, Gymnastics, Golf & Tennis All-Stars, FBLA State Leadership and Fine Arts. There was additional insight on the creation of Arabia Mountain High School and its uniqueness in South DeKalb.

XII. OLD BUSINESS

a. **For Decision** - Ordinance for Purchasing Card Policy Amendment - *Keisha Franklin, Finance Director*

The presentation was given by Director Franklin, stating the purchasing card policy was discussed during the Finance Committee meeting where suggestions and amendments were recommended. Amendments included the following: definition of employee, updates to the authorized cardholders to include Deputy City Manager or designee, removal of the bonding requirement and added credit and background check. Details behind the credit and background checks were given. There was additional discussion on emergency and natural disasters.

The City Clerk gave the 1st read of the ordinance preamble.

c. **For Decision** - Resolution for the Matrix Fee Study - *Shawanna Qawiy, Division Director Community Development & Keisha Franklin, Finance Director*

There was a request by Councilmember Karmesha Smith to defer this item to the next City Council meeting, to allow council additional time to review updates and recommendations. Councilmember Turner stressed community concern on community development. Citizens would like to know the penalties for cutting trees, with concerns for average homeowners. Director Qawiy referenced the Tree Preservation ordinance, stating detailed information is listed there. The ordinance is not new.

Motion – made by Councilmember Karmesha Smith to defer the Resolution for the Matrix Fee Study to the June City Council Meeting. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

XIII. NEW BUSINESS

a. **For Decision** - Resolution for SDF 26-002 Final Plat for Crestview Pointe Phase I @ 7199 Hayden Quarry - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy sharing information on the requirements for approval of plats, stating the requirements have been met. Director Qawiy also stated this is the final plat for Crestview Pointe Phase I @ 7199 Hayden Quarry which has a previously approved preliminary plat. The developers are ready to move forward.

Motion – made by Mayor Pro Tem Tara Graves to approve the Resolution for the SDF 26-002 Final Plat for Crestwind Pointe Phase I @ 7199 Hayden Quarry. Second by Councilmember George Turner.
Motion passed 4-0 with District 2 Council seat vacant.

b. **For Decision** - Resolution for SDF 26-003 Final Plat @ 7259 Hayden Quarry - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating this final plat for Crestwind @ 7259 Hayden Quarry was previously approved with a prior request for phase 1 being 127 lots. The plat was amended to include 192 lots.

Motion – made by Councilmember Karmesha Smith to approve the Resolution for the SDF 26-003 Final Plat @ 7259 Hayden Quarry. Second by Councilmember George Turner.
Motion passed 4-0 with District 2 Council seat vacant.

c. **For Decision** - Resolution for SDL 26-003 Lot Combination (3 Lots) @ 1901 Rock Chapel Road - *Shawanna Qawiy, Division Director Community Development*

Presentation given by Director Qawiy, stating this is a lot combination of 3 lots that will consist of 1871 Rock Chapel Road, Parcel ID: 1616503017, 1883 Rock Chapel Road, Parcel ID: 1616503018 & 1901 Rock Chapel, Parcel ID: 1616503021. The review of lot combinations has been approved. The combination will be 24.261 acres.
There was a suggestion to defer the decision to add additional information.

Motion – made by Councilmember George Turner to approve the Resolution for the SDL 26-003 Lot Combination (3 Lots) @ 1901 Rock Chapel Road. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

d. **For Decision** - Resolution for SDP 25-002 Lot Combination (4 Lots) @ 3024 Evans Mill Road - *Shawanna Qawiy, Division Director Community Development*

Presentation given by Director Qawiy stating this is a lot combination approval of 4 lots consisting of 3004 Evans Mill, Parcel ID: 1611901010, 3024 Evans Mill, Parcel ID: 1611901007, 2975 Woodrow Drove, Parcel ID: 1611901022 &, 2995 Woodrow Drive, Parcel ID: 1611901011. This request is to combine 4 separate lots. The review of lot combinations has been approved.
Motion – made by Councilmember George Turner to approve the Resolution for the SDP 26-002 Lot Combination (4 Lots) @ 3024 Evans Mill Road. Second by Councilmember Alecia Washington.

Motion passed 4-0 with District 2 Council seat vacant.

e. **For Decision** - Resolution for SDP 25-004 Amended Preliminary Plat for Crestwind @ 7259 Hayden Quarry - *Shawanna Qawiy, Division Director Community Development*

Presentation given by Director Qawiy stating that this is the amended preliminary plat for Crestwind @ 7259 Hayden Quarry which was previously approved with prior request for a phase 1 being 127 lots. The plat was amended to include 192 lots. When there is an amendment there has to be a change with the preliminary plat along with the final plat to include the amended change.

Motion – made by Mayor Pro Tem Tara Graves to approve the Resolution for the SDP 25-004 Amended Preliminary Plat for Crestwind @ 7259 Hayden Quarry. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

f. **For Decision** - Appointment of the CID Board Members - *George Turner, District 4 Councilmember*

Presentation led by Councilmember Turner stating that in preparation for the Stonecrest Lithonia Industrial Park CID being established the City of Stonecrest must appoint 2 members to the SLIP CID Board which consists of a total of 7 members. The bylaws currently stand until finalization for a 2-year term with unlimited terms.

Motion – made by Councilmember George Turner to appoint Darien Senior to the SLIP CID Committee, for a one-year term, with an expiration date of 12/31/2026 and the possibility of re-appointment. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

Motion – made by Councilmember George Turner to appoint Darrell Taylor to the CID Committee, for a two-year term, with an expiration date of 12/31/2027. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

XIV. CITY ATTORNEY COMMENTS

No comments

XV. CITY MANAGER UPDATE

No comments

XVI. MAYOR AND COUNCIL COMMENTS

Mayor Cobble – No Comments

District 1 - Mayor Pro Tem Tara Graves – The Aquatic Center is now open. Please visit the city website to find out more about summer programs. The district town hall date and time will be announced later. We are hoping to have a City Manager by next month.

District 3 – Alecia Washington – No Comments

District 4 – George Turner – Council and citizens of Stonecrest are invited to attend the Feral Hogs Seminar on June 2, 2026, which will take place at the City Hall Annex. We are looking to establish a hotline that can be used to report sitings of the feral hogs.

District 5 – Karmesha Smith – Please go to the city's website and register for the Feral Hogs Seminar, which will be held on Tuesday, June 2nd @ 5:30pm in the City Hall Annex.

XVII. EXECUTIVE SESSION

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

Motion – made by Councilmember George Turner to enter Executive Session for personnel, litigation, real estate and cyber security. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

Motion – made by Councilmember George Turner to exit Executive Session and return to the regular scheduled meeting. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

Motion – made by Councilmember George Turner to approve the minutes from Executive Session. Second by Councilmember Karmesha Smith.
Motion passed 4-0 with District 2 Council seat vacant.

The preamble of the Resolution for PE Structures was read by the City Clerk.

Motion – made by Councilmember George Turner to approve the settlement with PE Structures as outlined by the Resolution. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

Motion – made by Councilmember Karmesha Smith to authorize the mayor to opt into the new National Opioid Settlement Notice for six remnant defendants on behalf of the City of Stonecrest. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

XVIII. ADJOURNMENT

Motion – made by Councilmember Karmesha Smith to adjourn the meeting. Second by Councilmember Alecia Washington.
Motion passed 4-0 with District 2 Council seat vacant.

The meeting ended at 9:05pm.

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 SPECIAL CALLED MEETING – SUMMARY

3120 Stonecrest Blvd., Stonecrest, GA 30038

Thursday, May 28, 2026 at 6:00 PM

Mayor Jazzmin Cobble

Mayor Pro Tem Tara Graves - District 1 ***Vacant - District 2***

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

Council Member Karmesha W. Smith - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

The meeting was called to order at 6:14pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with the exception of Mayor Cobble.

III. AGENDA ITEMS

a. Presentation - *Tara Graves, Mayor Pro Tem*

b. For Decision - Appointment of the City Manager - *Tara Graves, Mayor Pro Tem*

Motion – made by Mayor Pro Tem Tara Graves to appoint Catherine Turner as the City Manager for the City of Stonecrest. Second by Councilmember Karmesha Smith.
Motion passed 3-1 with Councilmember George Turner voting nay and District 2 seat vacant.

IV. EXECUTIVE SESSION

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

V. ADJOURNMENT

Motion – made by Councilmember Karmesha Smith to adjourn the meeting. Second by Councilmember George Turner.
Motion passed 4-0 with District 2 seat vacant.

The meeting was adjourned at 6:50pm.

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: Resolution for the 2026 Millage Rate

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): 05/18/26 & 06/8/26

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Eric Hawkins, Revenue Manager & Keisha Franklin, Finance Director

PRESENTER: Eric Hawkins, Revenue Manager & Keisha Franklin, Finance Director

PURPOSE: Click or tap here to enter text.

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

(1) Attachment 1 - Resolution
(2) Attachment 2 - Proposed 2026 Millage Rate Presentation
(3) Attachment 3 - Click or tap here to enter text.
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

RESOLUTION 2026-____-____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO FIX THE MILLAGE RATE FOR AD VALOREM PROPERTY TAXES OF THE CITY OF STONECRESTAND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Stonecrest, Georgia ("City") is charged with operating and maintaining City Government pursuant to its Charter to provide for the assessment of ad valorem property taxes on all real and personal property subject to such taxation; and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia Annotated authorizes municipalities to impose ad valorem taxes on property; and

WHEREAS, the millage rate set by the City of Stonecrest for tax year 2025 was 1.257 mills; and

WHEREAS, the City Ordinance authorizes the governing authority to set millage rate up to 3.35 mills unless a higher millage rate is adopted by Home Rule or recommended by resolution of the City Council and subsequently approved by a majority of the qualified electors of the City voting on the issue; and

WHEREAS, the City has an agreement with the Tax Commissioner of DeKalb County, Georgia to serve as Tax Collector for the City for the collection of ad valorem taxes; and

WHEREAS, pursuant to O.C.G.A. 48-5-32 *et seq.* the City has given proper notice and held three (3) public hearings for the purpose of receiving relevant evidence, testimony, and public comment concerning the tentative millage rate for ad valorem property taxes; and

WHEREAS, the Mayor and City Council, after hearing and duly considering all such relevant evidence, testimony, and public comment, have determined that it is in the best interest of, and necessary to meet the expenses and obligations of, the City of Stonecrest to fix the millage rate as provided herein

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA as follows: The ad valorem tax at the rate for the City of Stonecrest, Georgia for the year 2026 on property subject to ad valorem taxation by the City, is hereby fixed at 1.257 on each $1,000.00 of taxable value or any part thereof of the value of all real and personal property, which under the laws of this state are subject to taxation within the corporate limits of the City for this purpose.

BE IT FURTHER RESOLVED in accordance with the approved contract with the Tax Commissioner of DeKalb County, the billing date and due date for ad valorem taxes for the City shall be the same as those for DeKalb County.

BE IT FURTHER RESOLVED the Tax Commissioner of DeKalb County or other designated tax collector is hereby authorized to provide services related to billing and collecting ad valorem taxes for the City of Stonecrest based on the millage rate set herein and to take, on behalf of the City, such actions authorized by the approved contract between the City and the Tax Commissioner and state law as may be necessary for these purposes.

BE IT FURTHER RESOLVED the City Manager is hereby authorized to execute the Millage Rate Rollback Calculation Worksheet based upon the millage rate hereby adopted by the Mayor and Council and submit same and any other necessary documents to the Tax Commissioner of DeKalb County.

BE IT FURTHER RESOLVED this resolution hereby repeals any and all conflicting resolutions.

BE IT FINALLY RESOLVED This resolution shall become effective immediately upon its adoption by the Mayor and City Council.

SO RESOLVED, this ____ day of June, 2026.

CITY OF STONECREST, GEORGIA:

Attest:

Approved:

Sonya Isom, City Clerk

Jazzmin Cobble, Mayor

Approved as to Form:

City Attorney

2026 Proposed Millage Rate

Finance

6/22/2026

2026 Proposed Millage Rate

Taxpayer Bill of Rights

SB 177 Act 431 | 1999 Session Effective Jan. 2000

Objectives are to…

- Enhance individual property owner's rights when appealing an increase in property value
- Prevent tax increases resulting from increases to existing property values in a county due to inflation

If a property owner does **not agree** with their **property tax assessment**, they may file a dispute by following the **appeals process and deadlines** indicated on the **notice** issued by the county.

THE CITY OF STONECREST GEORGIA

2026 City Digest Requirements

Advertisements O.C.G.A 48-5-32: If proposed millage exceeds rollback rate.

The City of Stonecrest is proposing a millage rate 1.257 that exceeds the rollback rate and is required to issue…

- Press Release *(Media/City Website)*
- Five Year History of Levy *(Champion Paper-Dekalb County Legal Organ, City Website)*
- Advertise for (3) Public Hearing *(Location, Dates, and Times-Champion Paper, City Website)*
- Public Hearings *(conduct hearing as scheduled)*
- *If adopted, this would be the fifth year of the millage remaining at 1.257 mills and unchanged since 2022.*

THE CITY OF STONECREST GEORGIA

Millage & Rollback Rate

O.C.G.A. Section 48-5-32.0

- A millage rate is the determining factor when calculating property taxes

  (1 mill=$1 in taxes per $1,000 of assessed property value)

  (0.001 x $1,000 = $1.00)

- **Rollback Rate** represents the millage rate that would produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.
- The **rollback rate** is calculated by the **Dekalb Tax Commissioner's Office**.
- **Reassessment Values** within Stonecrest are determined by **Dekalb Tax Assessors Office,** which is **40%** of a property's **Fair Market Value**.

THE CITY OF STONECREST GEORGIA

Notice of Property Tax Increase

NOTICE OF PROPERTY TAX INCREASE

The **City of Stonecrest** has tentatively adopted a 2026 millage rate which will require an increase in property taxes by **2.44%** percent. All concerned citizens are invited to the public hearing on this tax increase to be held at **Stonecrest City Hall, 3120 Stonecrest Blvd, Stonecrest, GA on June 8, 2026 at 11:30 am and 6:00 pm.**

Times and places of additional public hearings on this tax increase are at Stonecrest City Hall, 3120 Stonecrest Blvd, Stonecrest, GA on **June 22, 2026 at 6:00 pm.**

This tentative increase will result in a millage rate of **1.257 mills**, an increase of **0.03 mills**. Without this this tentative tax increase, the millage rate will be no more than **1.227 mills**. The proposed tax increase for a home with a fair market value of **$300,000** is approximately **$3.75** and the proposed tax increase for a non-homestead property with a fair market value of **$525,000** is approximately **$5.25**.

Public Hearings were advertised by the **Champion** on **May 28, 2026**, as required by the State.

- Although the city is **not** proposing a millage rate increase, the **state** considers any millage above the rollback rate a **property tax increase (0.03 mills/2.44%).**
- There are **11,365** homestead properties with an average **Fair Market Value** of **$300K**.
- There are **9,050 non-homestead properties** with an average **Fair Market Value** of **$525K**.
- Properties whose assessed value remains **unchanged** will generally experience no change in City property taxes resulting from the City's millage rate.".

Computation of Millage

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2026

COUNTY:	002 - DEKALB	TAXING JURISDICTION:	STONECREST

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	3,154,569,562	55,519,874	10,412,428	3,220,501,864
PERSONAL	304,558,942		504,999	305,063,941
MOTOR VEHICLES	4,955,760		(1,832,740)	3,123,020
MOBILE HOMES	0		0	
TIMBER -100%	0		0	
HEAVY DUTY EQUIP	3,917,964		(3,837,972)	79,992
GROSS DIGEST	3,468,002,228	55,519,874	5,246,715	3,528,768,817
EXEMPTIONS	1,186,259,994		(4,832,896)	1,181,427,098
NET DIGEST	2,281,742,234	55,519,874	10,079,611	2,347,341,719
	(PYD)	(RVA)	(NAG)	(CYD)

2025 MILLAGE RATE:	1.257	2026 MILLAGE RATE:	1.257

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	2,281,742,234	
Net Value Added-Reassessment of Existing Real Property	RVA	55,519,874	
Other Net Changes to Taxable Digest	NAG	10,079,611	
2026 Net Digest	CYD	2,347,341,719	(PYD+RVA+NAG)
2025 Millage Rate	PYM	1.257	PYM
Millage Equivalent of Reassessed Value Added	ME	0.030	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR - ROLLBACK RATE	1.227	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	1.227
	2026 Millage Rate	1.257
	Percentage Tax Increase	2.44%

The following **PT-32.1** form reflects the **City Manager's Office** advertisement proposal to keep the 2026 millage the **same** as the **2025 millage** at **1.257**.

- With keeping the millage rate the **same**, properties that had **no** increase in reassessed values will **not** see an increase in taxes.
- The **2.44% percentage tax increase** is the calculated increase between the **Proposed Millage Rate** and the **Rollback Rate**
- Property **reassessment** values are **not** determined by the City of Stonecrest, but by the **County Tax Assessor's Office**.

THE CITY OF STONECREST GEORGIA

Current Tax Digest and 5 Year History of Levy

NOTICE

The City of Stonecrest does hereby announce that the millage rate will be set at a meeting to be held at the City Hall on June 22, 2026 at 6:00pm and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2026 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

		CITY WIDE	2021	2022	2023	2024	2025	2026
CITY Area	VALUE	Real & Personal	2,176,939,296	2,691,678,081	3,233,311,070	3,399,142,537	3,459,128,504	3,525,565,805
		Motor Vehicles	6,639,480	5,952,430	5,729,240	5,202,880	4,955,760	3,123,020
		Mobile Homes						
		Timber - 100%						
		Heavy Duty Equipment	132,745	2,240	185,387	98,156	3,917,964	79,992
		Gross Digest	2,183,711,521	2,697,632,751	3,239,225,697	3,404,443,573	3,468,002,228	3,528,768,817
		Less Exemptions	694,585,453	933,160,615	1,112,836,902	1,175,274,465	1,186,259,994	1,181,427,098
		NET DIGEST VALUE	1,489,126,068	1,764,472,136	2,126,388,795	2,229,169,108	2,281,742,234	2,347,341,719
	RATE	Gross Maintenance & Operation Millage	1.3360	1.2570	1.2570	1.2570	1.2570	1.2570
		Less Rollback (Local Option Sales Tax)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
		NET M&O MILLAGE RATE	1.3360	1.2570	1.2570	1.2570	1.2570	1.2570
	TAX	**TOTAL M&O TAXES LEVIED**	$1,989,472	$2,217,941	$2,672,871	$2,802,066	$2,868,150	$2,950,609
		Net Tax $ Increase		$228,469	$454,929	$129,195	$66,084	$82,459
		Net Tax % Increase		11.48%	20.51%	4.83%	2.36%	2.87%

The Tax Digest reflects the adopted **1.257** millage rate from **2022-2025** and **proposed 1.257 millage rate** for **2026.**

- As a result of the reassessment values, the Digest reflects a revenue increase of **$82,459**, a **2.87%** increase from **2025**.
- The budget allocation of these additional funds will be determined during budget development.
- **Gross property taxes levied** represents approximately **15%** of the city's total operating and maintenance budget.

THE CITY OF STONECREST GEORGIA

Understanding Millage Rate History

The millage rate is the tax rate adopted by the City to calculate property taxes. Stonecrest reduced its millage rate from 1.336 mills to 1.257 mills and has maintained that same rate since 2022. While individual tax bills may change, those changes are generally driven by property reassessments performed by DeKalb County rather than increases in the City's millage rate.

Understanding Digest Growth

The tax digest represents the total taxable value of all property within the City. Digest growth occurs when property values increase, new development is added to the tax rolls, or reassessments occur. A growing digest can generate additional revenue even when the City keeps the same millage rate.

Understanding Revenue Growth

Property tax revenue can increase even when the City keeps the same millage rate. As property values increase and the tax digest grows, the same tax rate is applied to a larger taxable value. These revenues help support public services, parks, infrastructure improvements, and administrative operations. Revenue growth does not necessarily mean the City increased the millage rate.

How It All Works Together

County reassessments and new development increase the tax digest. As the digest grows, the rollback rate decreases. State law then requires a tax increase notice when the adopted millage rate exceeds the rollback rate. For 2026, the City is maintaining the same 1.257 millage rate. The advertised 2.44% increase is driven by the statutory rollback calculation and County reassessments, not by an increase in the City's millage rate.

THE CITY OF STONECREST GEORGIA

THE CITY OF STONECREST GEORGIA

HOW IT ALL WORKS TOGETHER

Understanding Your Property Tax and How It Supports Our Community



1 COUNTY REASSESSMENTS & NEW DEVELOPMENT



DeKalb County reassesses property values and new homes and businesses are added.

A GROWING COMMUNITY MEANS MORE VALUE.

2 TAX DIGEST GROWS



The total taxable value (tax digest) of all property in Stonecrest increases.

MORE VALUE IN OUR COMMUNITY.

3 ROLLBACK RATE DECREASES



When the digest grows, the state's formula calculates a lower rollback rate.

LOWER ROLLBACK RATE DUE TO DIGEST GROWTH

4 STATE REQUIRES TAX INCREASE NOTICE



Georgia law requires the City to advertise the difference between the rollback rate and the current millage rate as a percentage increase.

THIS IS WHY YOU SEE A 2.44% INCREASE IN THE NOTICE.

5 CITY MAINTAINS 1.257 MILLAGE RATE



The City of Stonecrest is proposing to maintain the same millage rate of 1.257 mills for 2026.

NO MILLAGE RATE INCREASE.

6 REVENUE SUPPORTS CITY SERVICES



Property tax revenue helps fund essential services that improve our quality of life.

- ✓ Public Safety
- ✓ Parks & Recreation
- ✓ Infrastructure
- ✓ Community Programs
- ✓ City Services

KEY TAKEAWAY

The advertised 2.44% increase is NOT because the City is raising your taxes. It is the result of higher property values and the state's rollback calculation. The City is maintaining the same millage rate of 1.257 mills to provide the services our community needs and deserves.

A STRONG COMMUNITY. FISCALLY RESPONSIBLE. TOGETHER.



Thank you for being an important part of the City of Stonecrest!

QUESTIONS? WE'RE HERE TO HELP.
Contact Finance at (678) 224-0200 or visit www.stonecrestga.gov

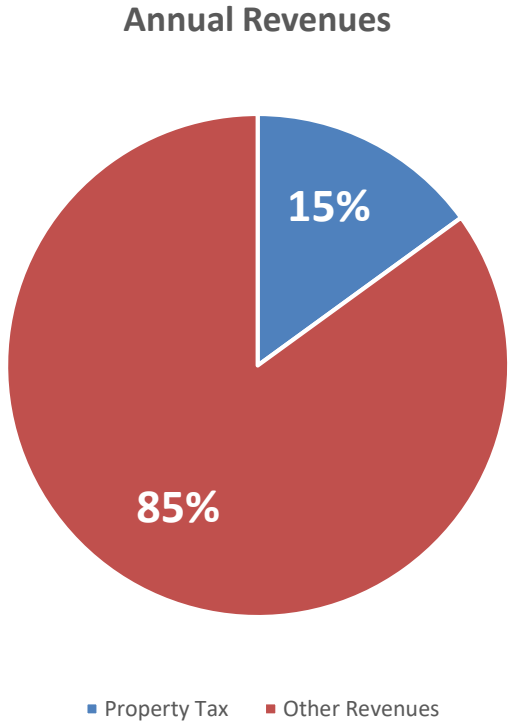
STONECREST GEORGIA

Overview

- **City of Stonecrest** is proposing to maintain its current millage rate of **1.257 mills**. Any **increase** in an individual tax bill would result from **property value reassessments** performed by DeKalb County, not from an increase in the City's millage rate.
- **City of Stonecrest** remains among the lowest municipal millage rates in DeKalb County and among the lowest municipal millage rates in Georgia.
- The advertised **2.44% tax increase** only impacts resident properties with **increased** reassessment values determined by the county **Tax Assessors Office**.
- **City of Stonecrest** property tax revenues only represents **15%** of the city's **annual revenues** which is **35% lower** than **most municipalities.**
- For other **municipalities**; tax revenues generally represents **47%** to **50%** of their **annual operating revenues and budget**.

Millage Rate History by Year

Year	2021	2022	2023	2024	2025	2026
Millage Rate	1.3360	1.2570	1.2570	1.2570	1.2570	1.2570





THE CITY OF

STONECREST

GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for ZM 26-001 6400 Woodrow Road

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

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

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

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking to remove the seven (7) approved zoning conditions listed from DeKalb County case number CZ 00060.

FACTS: The applicant is seeking to amend the approved conditions established by DeKalb County case CZ-00060 by removing the conditions numbered 1, 2, 3, 4, 5, 11, and 12 of the listed approved conditions for the property to be used as an assisted living facility

OPTIONS: Approve, Approve with Modifications, Table, Deny, or Defer Approve with modifications

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

ATTACHMENTS:

(1) Attachment 1 - Ordinance
(2) Attachment 2 - Staff Report
(3) Attachment 3 - Application
(4) Attachment 4 - Meeting Minutes

CITY COUNCIL AGENDA ITEM

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

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO AMEND CERTAIN CONDITIONS ON PROPERTY LOCATED AT 6400 WOODROW ROAD (PARCEL ID 16 106 01 009); TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the Mayor and City Council desire to amend certain conditions on property located at 6400 Woodrow Road (PARCEL ID 16 106 01 009); and

WHEREAS, Sec. 7.3.10.(Modifications and changes to approved conditions of zoning.), DIVISION 3.(Zoning and Comprehensive Plan Amendments and Procedures), Article 7.(Administration) of Chapter 27(Zoning Ordinance) states any major changes to conditions attached to an approved zoning amendment shall require an application and public hearings before the planning commission and the city council, as required in section 7.2.4 of this Article for amendments to the official zoning map without limiting the meaning of the phrase, the following

shall be deemed to constitute major changes: any change to conditions, except minor changes, as defined in subsection A. of this section, imposed by the city council when approving any change to the official zoning map, commonly referred to as a rezoning or a zoning amendment.; and

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

WHEREAS, the Planning and Zoning Division recommends approval of the modifications of conditions for 6400 Woodrow Road; and

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

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

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

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

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

Section 1. That certain conditions on property located at 6400 Woodrow Road (PARCEL ID 16 106 01 009) shall be amended and approved as follows:

Removing conditions numbered 1, 2, 3, 4, 5, 11 &12 established in DeKalb County case number CZ-00060 as set forth in Exhibit A attached hereto and incorporated herein by reference and adding conditions:

1. Development would be limited to solar panels and related equipment on the approved 11-acre site.
2. The project must follow all environmental regulations, including erosion, stormwater, and permitting for any floodplain or wetland impacts.
3. Screening and buffering must reduce visual impacts, and construction must minimize dust, noise, and traffic.
4. No other intensive uses would be allowed without further zoning approval.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 7. 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 _____, 2026.

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

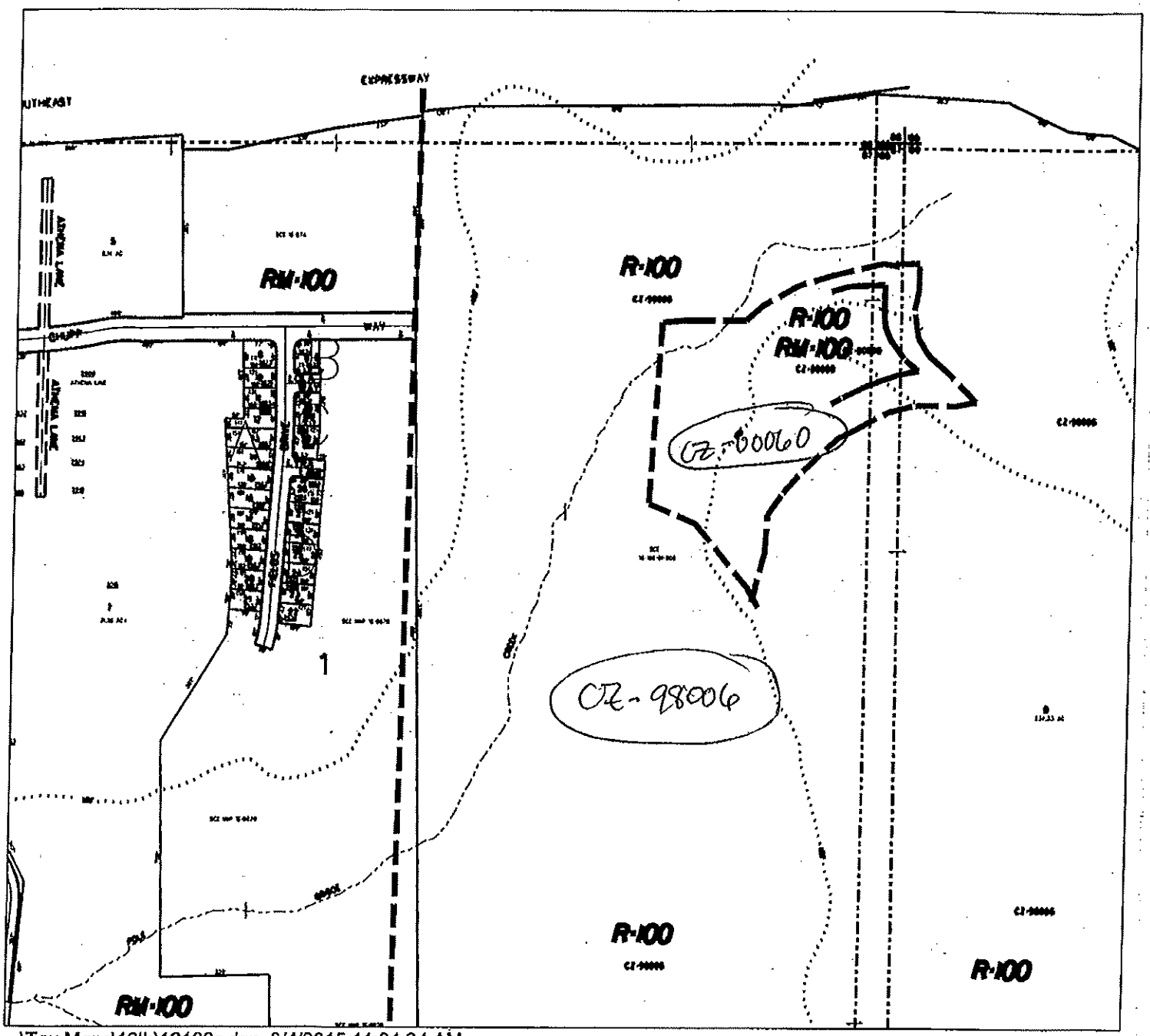
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A



...\Tax Maps\16th\16106z.dgn 3/4/2015 11:04:24 AM

CZ-00060

FILE

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING MAP

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING ORDINANCE MAP IN ORDER TO REZONE PROPERTY LOCATED AT THE NORTHEAST SIDE OF CHUPP WAY EXTENSION FROM R-100 – CONDITIONAL (SINGLE FAMILY RESIDENTIAL - CONDITIONAL) ZONING DISTRICT TO RM-100 – CONDITIONAL (MULTIFAMILY RESIDENTIAL - CONDITIONAL) ZONING DISTRICT AND FOR OTHER PURPOSES.

APPLICANT: Charles M. Patterson
OWNER:
COMMISSION DISTRICTS: 5 & 7

WHEREAS, Charles M. Patterson has filed an application to amend the DeKalb County Zoning Ordinance to rezone property located on the northeast side of Chupp Way Extension and more particularly described as follows:

All that tract or parcel of land lying and being in **District 16, Land Lot 106, Block 1, Part of Parcel 5** of DeKalb County, Georgia, containing 11.09 acres and,

WHEREAS, it appears to the Board of Commissioners that the application meets all of the criteria set forth in the DeKalb County Code, Chapter 27, Article IV, Division 1, Section 27-832 and Section 27-833 for amending the DeKalb County Zoning Ordinance for the subject property from R-100 – Conditional (Single Family Residential - Conditional) Zoning District to RM-100 – Conditional (Multifamily Residential - Conditional) Zoning District.

THE BOARD OF COMMISSIONERS OF DEKALB COUNTY, GEORGIA, HEREBY ORDAINS:

Part 1: Pursuant to the authority of the DeKalb County Board of Commissioners to exercise powers of zoning, as set forth in Section 27-4 of the DeKalb County Zoning Ordinance, an amendment to rezone property located on the northeast side of Chupp Way Extension is hereby approved.

Part 2: That if this amendment is approved conditionally under the provisions of Section 27-833 and Section 27-841 of the DeKalb County Zoning Ordinance, as identified by the use of the term "Conditional" after the district designation in Section 1 above, the development and use of the above-described property shall be permitted only in compliance with the conditions and/or site plan as attached to this ordinance (Attachment A).

Part 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Part 4. This ordinance hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

ADOPTED by the DeKalb County Board of Commissioners this 27th day of November, 2001.

GALE WALLDORFF
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this 27th day of November, 2001.

VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

MICHAEL J. BELL
Ex-officio Clerk
Board of Commissioners
DeKalb County

APPROVED AS TO FORM:

CHARLES HICKS
County Attorney

ATTACHMENT "A"

FINAL CONDITIONS FOR CZ-00060

Requested by Applicant:

1. Use of property as an assisted living facility.

By Planning Department:

Approval with conditions.

1. Use of the property for supportive living multifamily dwelling units.
2. One parking space per two dwelling units.
3. Access and road improvements as required by Public Works.

By Planning Commission:

No Recommendation. (Tie vote)

By Board of Commissioners:

Approval with conditions – List of conditions attached.

STATE OF GEORGIA
DEKALB COUNTY

I DO HEREBY CERTIFY that the foregoing is a true and correct excerpt from the Minutes of the Board of Commissioners of DeKalb County, Georgia ADOPTED

This 24th day of July, 2002

Barbara H. Sanders
Deputy Clerk, Board of Commissioners

ATTACHMENT

ITEM # 15 11/27/01
CLERK'S OFFICE

MEMORANDUM

This communication is confidential and protected by the attorney-client privilege and attorney work product rule. It is intended only for the use of the individual or entity to which it is addressed. Dissemination or distribution to persons or entities not directly involved with the subject matter on behalf of the County is prohibited.

November 20, 2001

To: Members, Board of Commissioners

Through: Charles G. Hicks, County Attorney

From: Karen Scott Greene, Assistant County Attorney

Subject: **Rezoning Application of Charles M. Patterson which formed the basis for *New Birth Missionary Baptist Church vs. DeKalb County, Georgia, et al.***
Superior Court of DeKalb County, Georgia
Civil Action File No. 00-CV-13462-10
(Our File No. 01-0633)

As you know, the County agreed to a settlement of the above-styled case and as part of that settlement the County agreed to rezone the property at issue from R-100 to RM-100 with a number of conditions. As a result, the Rezoning Petition of Charles M. Patterson that has commonly been referred to as the New Birth Baptist Church Rezoning, will come before you for consideration on November 27, 2001.

The following proposed conditions represent the agreement of the parties in the settlement of the above-styled suit and include the conditions recommended by the Planning Department and as stated in the applicant's letter of November 2, 2001. All conditions have been reviewed by the Law Department and are consistent with the settlement and RM-100 zoning in DeKalb County.

As such, the following conditions, if accepted by the Board, should be read into the record when the application of Charles M. Patterson, number CZ-00060, is heard and should become part of the permanent file:

1. Applicant will develop no more than one hundred thirty-three (133) dwelling units, within no more than two (2) buildings, for an assisted living facility under the RM-100 zoning district. The maximum lot coverage by buildings shall not exceed 35%.

2. Each building will be no more than two (2) stories in height.

ATTACHMENT

3. The front yard setbacks will be no less than thirty-five (35) feet, the side yard setbacks will be no less than twenty (20) feet, and the rear yard setbacks will be no less than forty (40) feet.

4. If two buildings are developed, the buildings shall comply with all requirements of Section 27-788(e) of the DeKalb County Zoning Ordinance.

5. There shall be a minimum of sixty-seven (67) parking spaces for the facility and the parking lot shall comply with all of the requirements of § 27-753 of the DeKalb County Zoning Ordinance.

6. Lighting shall be established in such a way that no direct light is cast upon or adversely affects adjacent properties and roadways.

7. There shall be an outdoor recreational area equal to no less than five percent (5%) of the total area of the lot.

8. Applicant shall comply with the DeKalb County Tree Ordinance and all green space requirements.

9. All utilities will be underground.

10. Applicant shall comply with all conditions identified in the Consent Order dated October 11, 2001.

11. The property shall only be used for supportive living multifamily dwelling units.

12. One parking space per two dwelling units shall be allowed.

13. Access and road improvements as required by Public Works.

14. There shall be imposed a twenty-four (24) month moratorium (hereinafter "moratorium") applicable to each of the parcels of real property that constitute the campus of New Birth Missionary Baptist Church, which is defined as the Subject Property and all those parcels of real property included in zoning case no. CZ-98006 (hereinafter "New Birth campus") prohibiting:

    a) the construction of any new facilities, buildings, structures or additions, except for the contemplated ALF, and except for existing structures that are

ATTACHMENT

damaged or destroyed by fire or other act of God, may be reconstructed, subject to the then applicable building regulations; and

b) The filing of any special land use permit application, rezoning application, application for variance or special exception which would in any way alter the present zoning on the New Birth campus; (not including the filing of any application for special administrative permits or other permits necessary for the operation of legally permissible temporary and seasonal events); and

15. The use permitted on the New Birth campus during the term of the moratorium shall be limited to:

a) The permissible uses of the Cathedral Complex which include a sanctuary with approximately 7000 seats, a banquet hall, a religious adult education wing (west wing), a 500 – 600 seat chapel, a day school for a maximum of 300 students (with hours of operation limited to between 6:30 a.m. and 5:30 p.m. except for normal and customary night-time and weekend school activities), Sunday school rooms, administrative offices, counseling rooms, administrative offices, a nursery, a first aid room, dressing rooms, informational kiosks, a music rehearsal room, a library, and a book store; and

b) The permissible use of the Family Life Center which includes racquetball courts, basketball courts, weight rooms, dining facilities and a kitchen, administrative offices and meeting rooms; and

c) The permissible uses of the "to be constructed" assisted living facility with a maximum of 133 units;

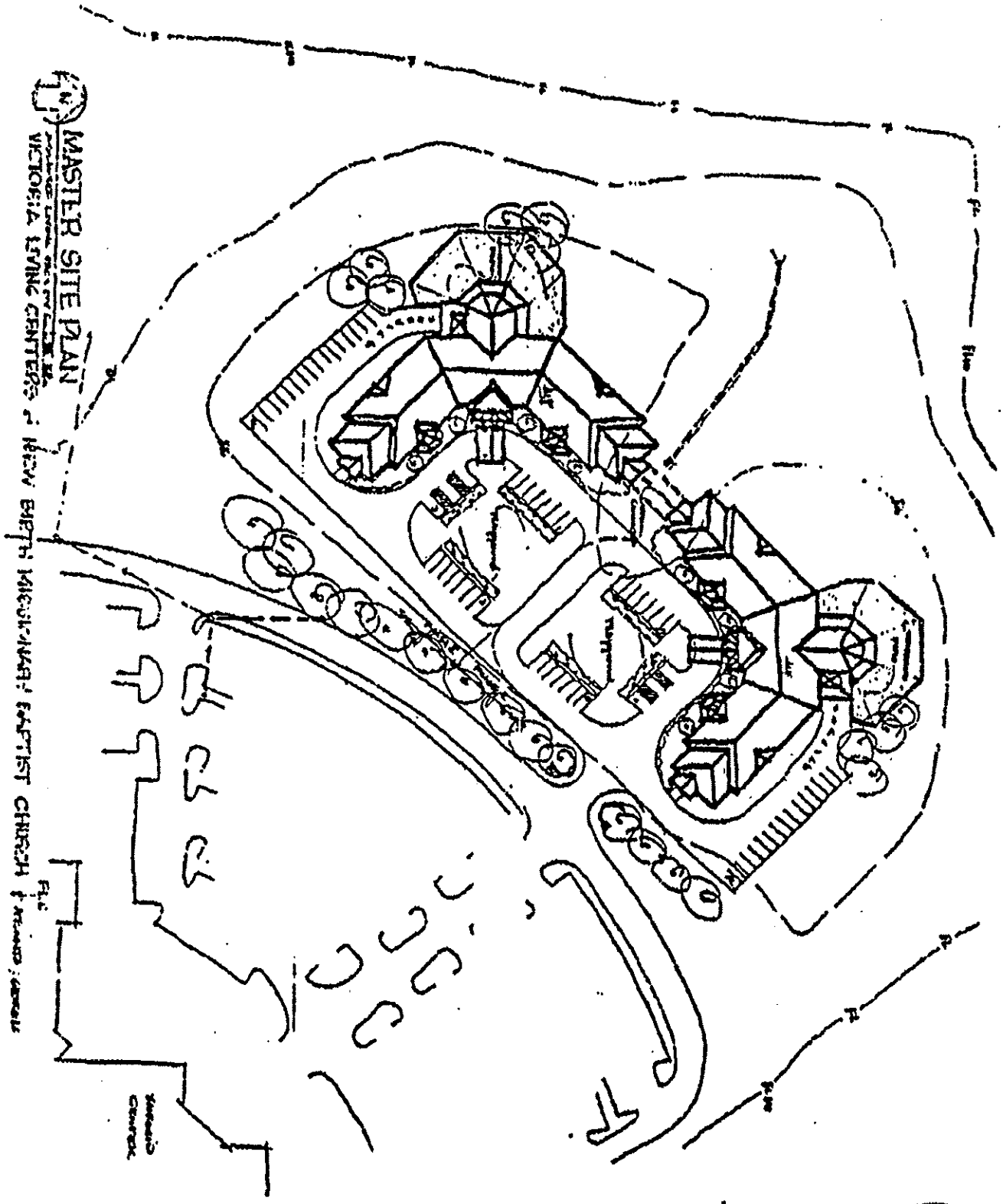
d) Legally permitted temporary or seasonal uses on the New Birth Campus.

16. Access to the New Birth campus by Chupp Way shall be open at all times.

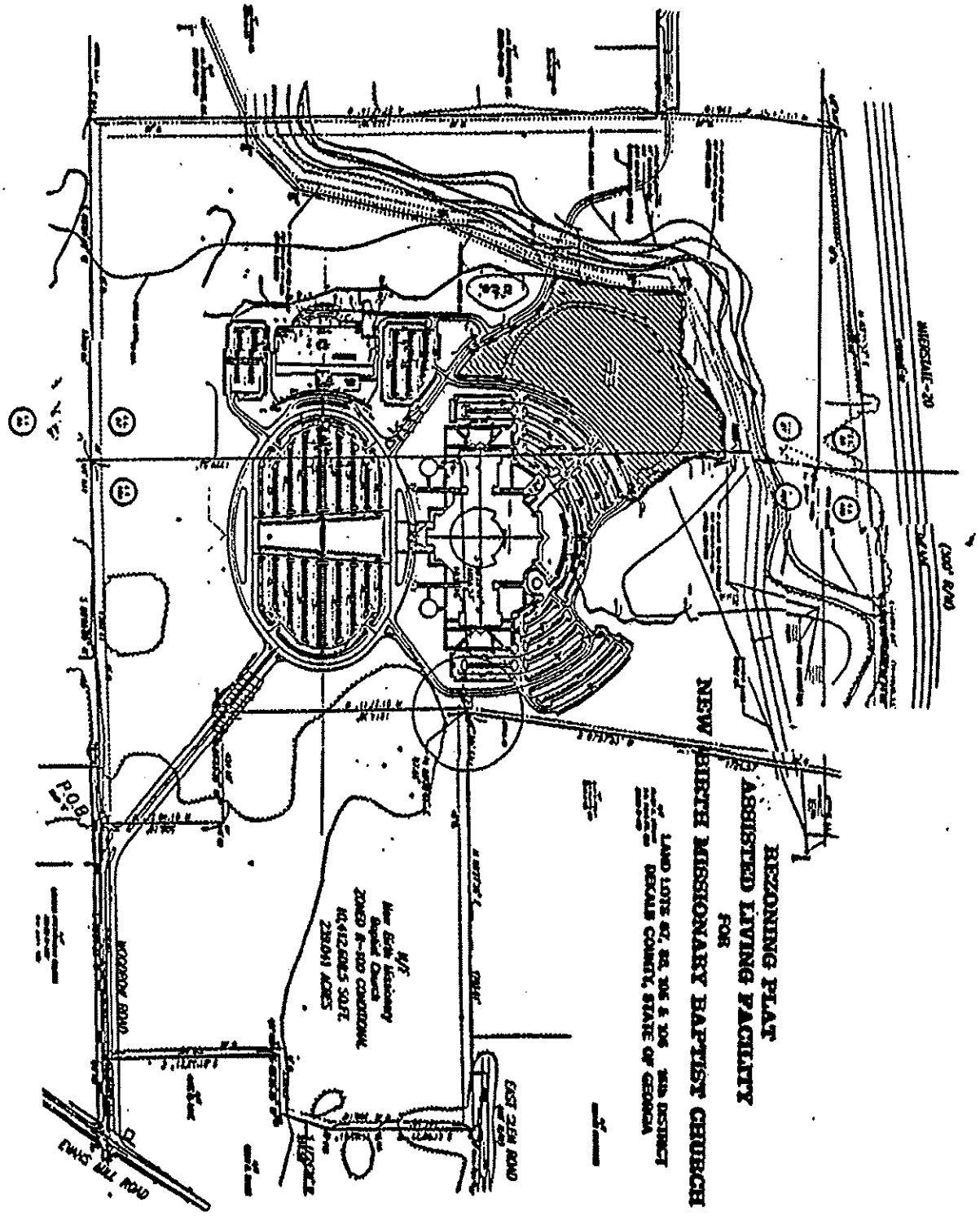
If you have any questions regarding this matter, please feel free to contact our office at (404) 371-3011.

KSG/pew

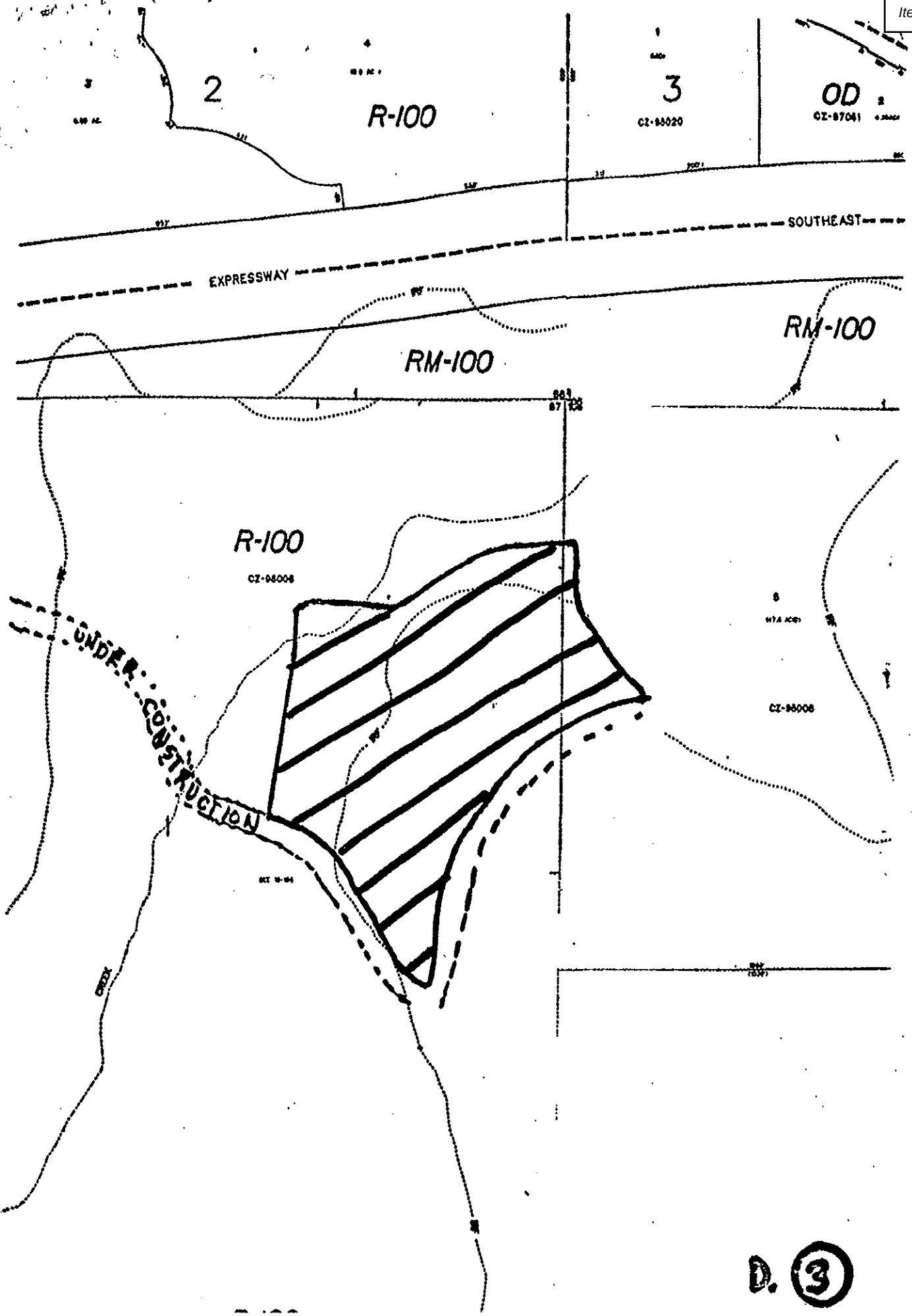
cc: Vernon Jones, Chief Executive Officer
Richard Stogner, Executive Assistant
Raymond R. White, Director of Planning Department
Bob Maxey, Zoning Administrator, Planning Department
William J. Linkous, Chief Assistant County Attorney
Viviane H. Ernstes, Chief Assistant County Attorney


MASTER SITE PLAN
VICTORIA LIVING CENTERS
NEW BETHEL HIGHLAND BAPTIST CHURCH

3


REZONING PLAT
ASSISTED LIVING FACILITY
FOR
NEW BIRTH MISSIONARY BAPTIST CHURCH
LAND LOTS 82, 83, 105 & 106 15TH DISTRICT
DEKALB COUNTY, STATE OF GEORGIA
INTERSTATE-20
(300' R/W)
EWING MILL ROAD
KOOKEMA ROAD
COLT 25TH ROAD
P.O.B.
N/F
New Birth Missionary
Baptist Church
ZONED R-100 CONDITIONAL
83,912,885 SQ.FT.
2,150.41 ACRES

3


2
R-100
3
CZ-85020
OD
CZ-87061
SOUTHEAST
EXPRESSWAY
RM-100
RM-100
R-100
CZ-85006
UNDER CONSTRUCTION
CZ-85006
D. 3

THE CITY OF STONECREST GEORGIA

ZONING MODIFICATION

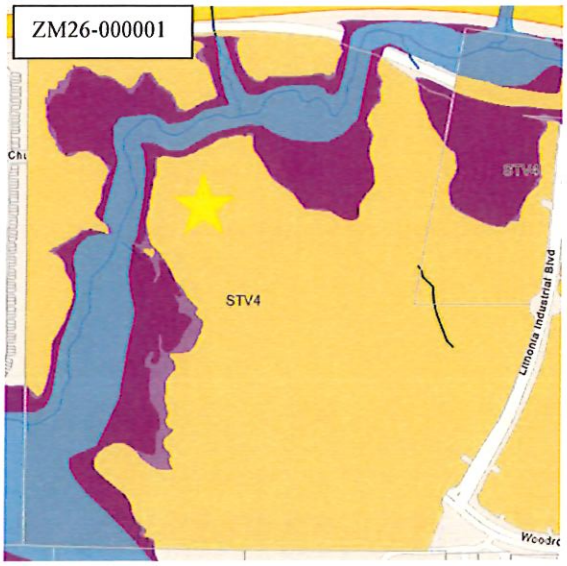
Prepared By:	Ramona Eversley, Senior Planner
Petition Number:	ZM26-000001
Applicant:	Adolphus Armstrong for aarmstrong@newbirth.org
Property Owner:	NEW BIRTH MISSIONARY BAPTIST 6400 Woodrow Road Lithonia, GA, 30038
Project Location:	6400 Woodrow Road Parcel ID **16 106 01 009**
District:	5 – Councilwoman Karmesha Washington Smith
Acreage:	+/- 193.83 acres
Existing Zoning:	R-100 – Residential Med Lot
Proposed Zoning:	
Overlay:	STONECREST OVD TIER 4
Future Land Use:	INS - Institutional
Proposed Development/Request:	The applicant seeks to amend the approved conditions established in DeKalb County case number CZ-00060 by removing conditions *#1, 2, 3, 4, 5, 11&12*, of the list of approved conditions for the property to be used as an assisted living facility.
CPIM:	May 14, 2026
Planning Commission:	June 2, 2026
Mayor & City Council:	June 22, 2026
Sign Posted/ Legal Ad(s) submitted:	April 30, 2026
Staff Recommendations:	**APPROVED W/ CONDITIONS**
Planning Commission:	**TBD**

PROJECT OVERVIEW

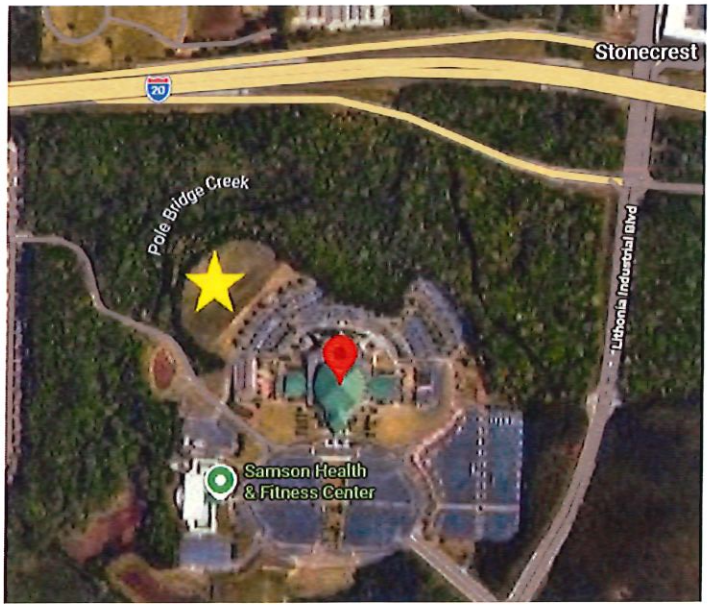
THE CITY OF STONECREST GEORGIA

Location

The subject property is situated along Bishop Eddie L. Long Parkway near the Interstate 20 corridor. It is located in eastern Dekalb County in the city of Stonecrest, Ga. with a parcel identification of 16 106 01 009. The subject property is currently a place of worship, New Birth Missionary Baptist Church. The property abuts Interstate 20 to the North. MR-1(Med Residential – 1) to the West, MU-3 (Mixed-Use Medium Density) to the East and R-100 (Residential Med Lot) to the South.



Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	Interstate 20	Interstate Highway
Adjacent: West	MR-1	Hills at Fairington
Adjacent: East	Stonecrest Overlay Tier 4	Wooded vacant land
Adjacent: South	R-100 (Residential Med Lot) District	Single Family Residential



Background

The City of Stonecrest Zoning Map has the property zoned and located in the Stonecrest Tier 4 Overlay. The underlying zoning is R-100 (Residential Med Lot District.) The land at 6400 Woodrow Road in Stonecrest, Georgia was historically part of a largely rural area in southeast DeKalb County before major suburban development expanded into the region during the late 20th century. The property eventually became the site of the massive campus for New Birth Missionary Baptist Church. Portions of the property are in the FEMA Flood Zone AE. The applicant seeks to amend the approved condition established in DeKalb County, case number CZ-00060 by removing the requirement that a portion of the property be used as an assisted living facility.



Caption: *Image of Emory at Hillandale in Stonecrest, GA, an example of Institutional/Public Land Use*

Institutional/Public (IP): The Institutional/Public Character Area designates specific areas that provide institutional and public services. These areas consist of large areas used for religious, civic, educational, and governmental facilities. These areas are integrated into the rural, suburban, and traditional neighborhood character areas as secondary uses and are considered residential support uses.

Use Descriptions: Schools, Colleges, Hospitals, City Community and Recreation Centers, Public Cemeteries, City Hall, and Post Offices, Public & Civic Facilities and Public Parks, Places of Worship

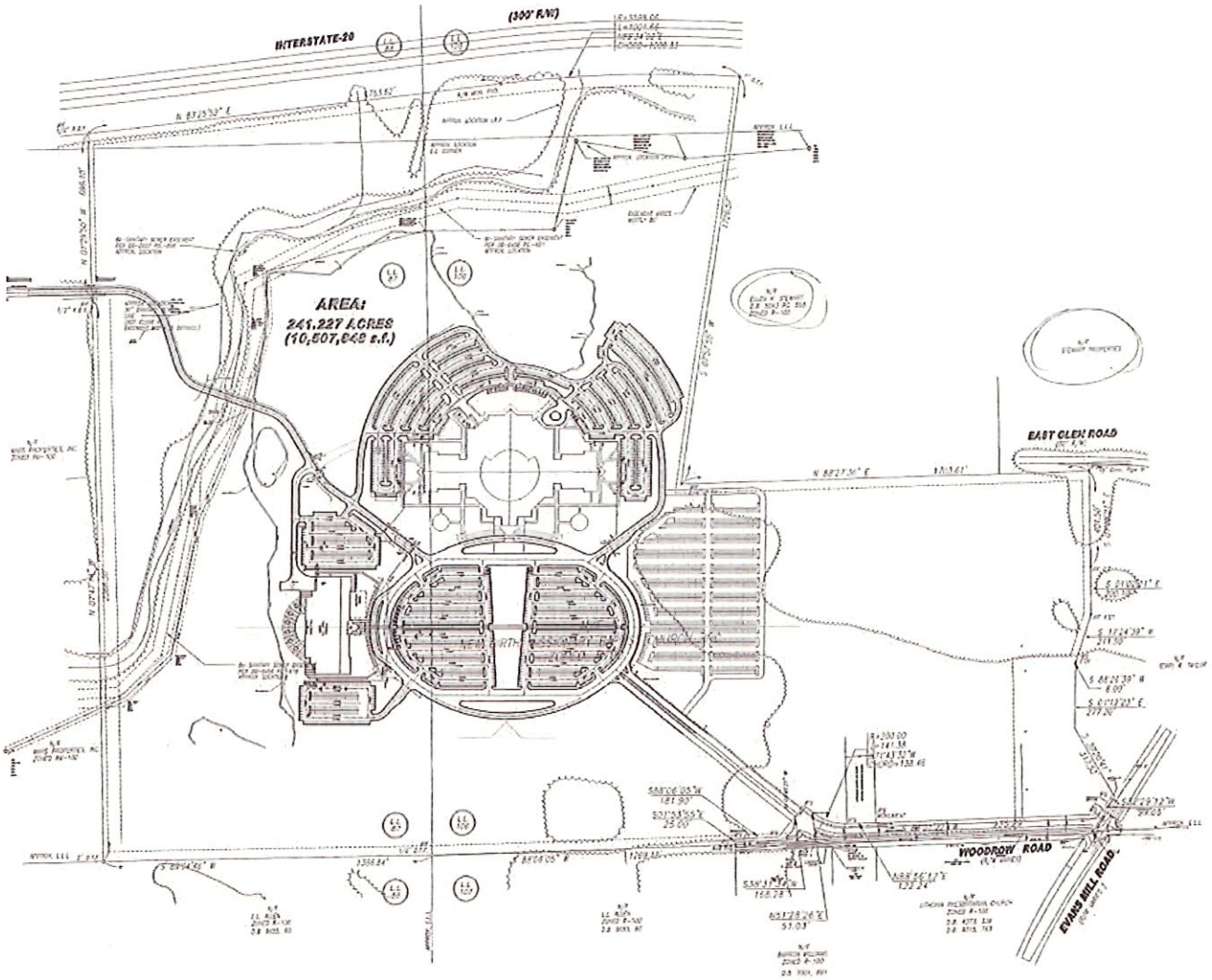
Maximum Density, Units/Acre: Up to 8 dwelling units (du)/ac

Permitted Districts: All

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed zoning modification in April 2026. There was a Community Planning Information Meeting (CPIM) held on May14, 2026 at, 6:00 p.m. at city hall. There were nineteen attendees. One resident stated that the previous pastor had promised community access to certain facilities at no cost. She also asked whether the soccer field would be relocated, whether lighting in the area could be restored, and whether the developer could provide guidance to residents interested in transitioning to solar energy systems. Another resident suggested that overhead solar panels be placed in the parking lot. He also asked if trees will be replanted on Woodrow Road.

Existing Site Plan (May 15, 2025)



4 ZM26-000001 6400 Woodrow Road

ZM26- 001

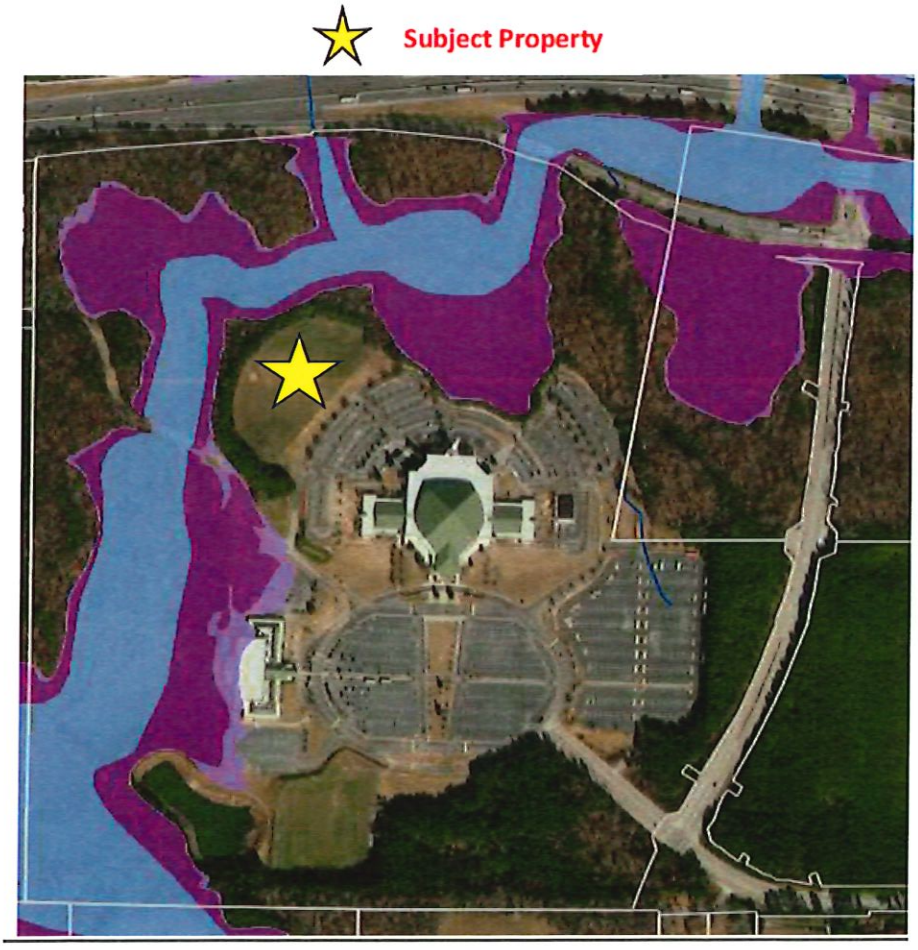
ADDRESS: 6400 Woodrow Rd.

CURRENT ZONING: R-100

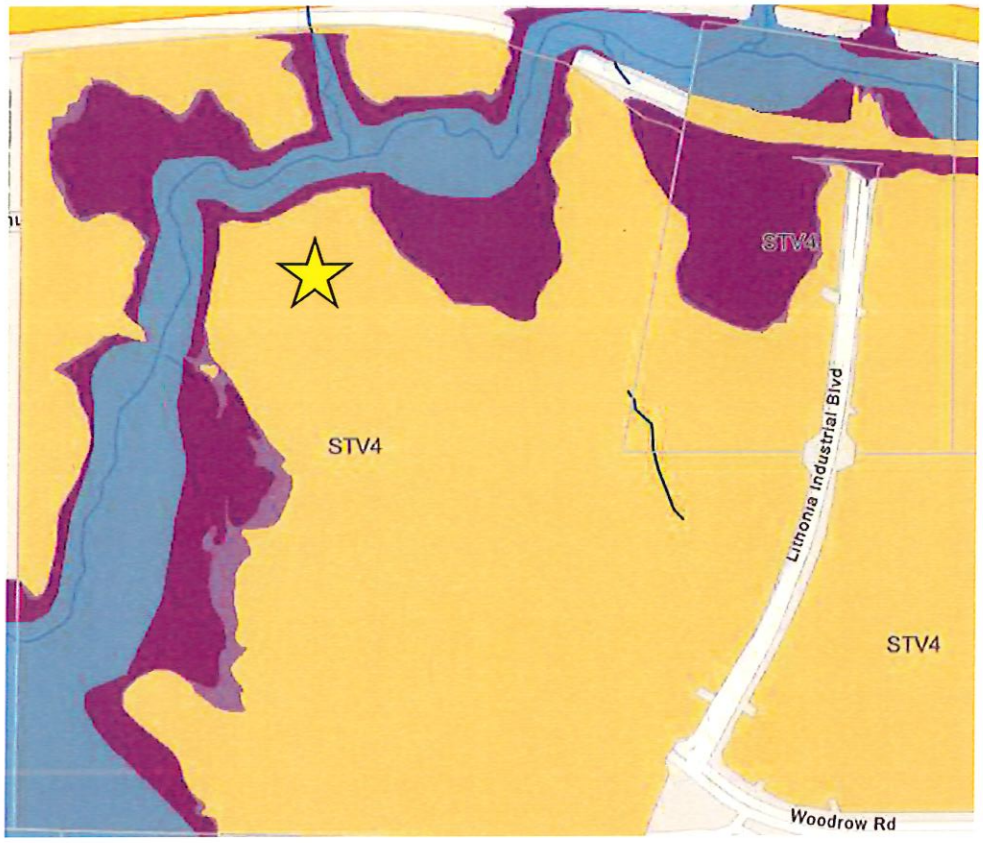
FUTURE LAND USE: Institutional (INS)

STONECREST OVERLAY DISTRICT Tier 4

Aerial Map



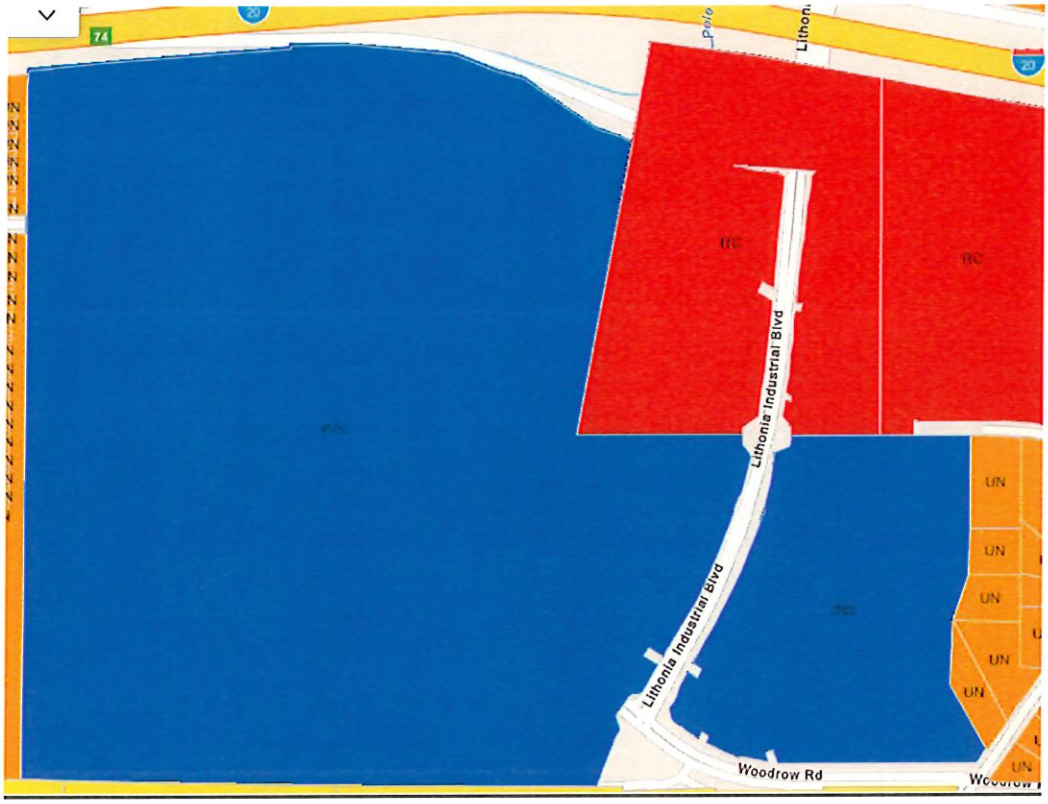
Zoning Map



Legend

- STONECREST OVD TIER 4
- 0.2% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Regulatory Floodway

Future Land Use Map



Legend

Institutional | Urban Neighborhood | Regional Center

STANDARDS OF REZONING REVIEW

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

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

  The proposed zoning condition modification appears to be in conformity with the policy and intent of the Comprehensive Plan. The applicant is requesting removal of a condition requiring development of an assisted living facility to permit installation of solar panels on approximately 11 acres of the property located at 6400 Woodrow Road.

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

  Yes. The proposed zoning condition modification would permit a use that is suitable in view of the use and development of adjacent and nearby properties. The subject property is part of an existing large-scale institutional church campus located at 6400 Woodrow Road. The proposed installation of solar panels on approximately 11 acres is compatible with the surrounding institutional, residential, and undeveloped land uses because the use is low-intensity in nature and is not expected to generate significant traffic, noise, lighting, or other operational impacts commonly associated with more intensive development.

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

  Yes. The property has reasonable economic use as currently zoned. It is part of an established institutional church campus that already allows development, including an approved assisted living facility. That use has not been developed, and the applicant is instead requesting to use approximately 11 acres for solar panels. The proposed solar installation would provide continued productive use of the property, reduce long-term costs, and support sustainability goals. The request is not due to the property being unusable under current zoning, but reflects a shift to a more suitable and economically practical use for current conditions.

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

  At this time it is unknown whether this request will negatively affect nearby properties. The proposed use for solar panels is low-impact and creates little traffic, noise, or infrastructure demand compared to the previously approved assisted living facility. With proper compliance to setbacks, screening, stormwater, and environmental requirements, it should not reduce the value or usability of surrounding properties.

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

Several existing and changing conditions support approval of the zoning modification. The property is part of an established church campus, and the 11-acre site remains undeveloped under the current assisted living condition. The site is suitable for low impact use of a solar development.

Approval is also supported by broader trends, including increased focus on renewable energy, changing economic feasibility of assisted living development, and improvements in solar technology.

While the original condition intended assisted living development and environmental constraints may need review, the overall conditions support approval of the request, subject to technical and environmental review.

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

  Based on the information available for the subject property at 6400 Woodrow Road, there is no indication at this time that the proposed zoning condition modification for installation of solar panels on approximately 11 acres would adversely affect any known historic buildings, historic districts, or recorded archaeological resource

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

  The proposed zoning condition modification is not expected to result in a use that will or could cause excessive or burdensome impacts on existing streets, transportation facilities, utilities, or schools.

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

  The proposed zoning change is not expected to significantly harm the environment. It is likely to have a neutral or even positive impact compared to the previously approved assisted living use. Any temporary construction impacts can be managed through standard erosion control, stormwater management, and required environmental permits.

STAFF RECOMMENDATION

Staff recommends **APPROVAL with Conditions** to amend the approved conditions established in DeKalb County case number CZ-00060 to remove conditions ***#1, 2, 3, 4, 5, 11&12,*** of the list of approved conditions for the property to be used as an assisted living facility.

Conditions:

1. Development would be limited to solar panels and related equipment on the approved 11-acre site.
2. The project must follow all environmental regulations, including erosion, stormwater, and permitting for any floodplain or wetland impacts.
3. Screening and buffering must reduce visual impacts, and construction must minimize dust, noise, and traffic.
4. No other intensive uses would be allowed without further zoning approval.

PLANNING COMMISSION RECOMMENDATION – June 2, 2026

TBD

THE CITY OF STONECREST GEORGIA

Attachment(s): ZM26-001 Application and Supporting Documents

Attachment(s): Ordinance(s)

THE CITY OF STONECREST GEORGIA

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

PLANNING COMMISSION MEETING
Stonecrest City Hall* - 6:00 p.m.
*In-Person Meeting
June 2, 2026

A G E N D A

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: Stonecrest YouTube Live Channel

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of the hearing, no later than 2:00 PM, to be read into the record at the hearing. When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF THE AGENDA

IV. **APPROVAL OF MEETING MINUTES:** *Planning Commission meeting minutes dated March 3, 2026.*

V. ANNOUNCEMENT(S)

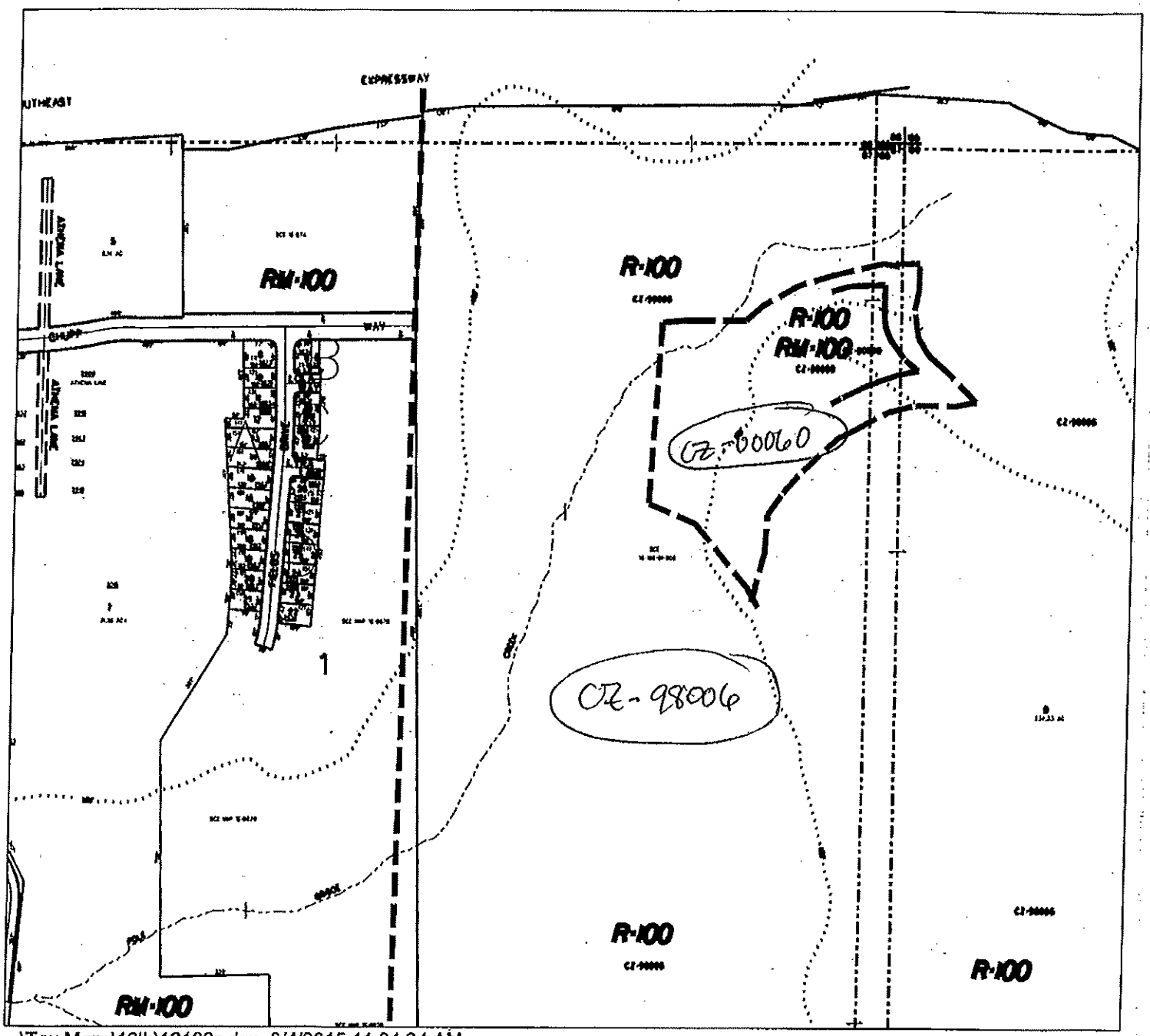
VI. OLD BUSINESS

VII. NEW BUSINESS:

1. PUBLIC HEARING CASE #: ZM26-001
APPLICANT: Adolphus Armstrong of New Birth Missionary Baptist Church
LOCATION: 6400 Woodrow Road
The request is to amend the approved conditions placed on the site for the installation of ground solar panels.

2. DECISION CASE #: ZM26-001
APPLICANT: Adolphus Armstrong of New Birth Missionary Baptist Church
LOCATION: 6400 Woodrow Road
The request is to amend the approved conditions placed on the site for the installation of ground solar panels.

VIII. ADJOURNMENT



...\Tax Maps\16th\16106z.dgn 3/4/2015 11:04:24 AM

CZ-00060

FILE

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING MAP

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING ORDINANCE MAP IN ORDER TO REZONE PROPERTY LOCATED AT THE NORTHEAST SIDE OF CHUPP WAY EXTENSION FROM R-100 – CONDITIONAL (SINGLE FAMILY RESIDENTIAL - CONDITIONAL) ZONING DISTRICT TO RM-100 – CONDITIONAL (MULTIFAMILY RESIDENTIAL - CONDITIONAL) ZONING DISTRICT AND FOR OTHER PURPOSES.

APPLICANT: Charles M. Patterson
OWNER:
COMMISSION DISTRICTS: 5 & 7

WHEREAS, Charles M. Patterson has filed an application to amend the DeKalb County Zoning Ordinance to rezone property located on the northeast side of Chupp Way Extension and more particularly described as follows:

All that tract or parcel of land lying and being in **District 16, Land Lot 106, Block 1, Part of Parcel 5** of DeKalb County, Georgia, containing 11.09 acres and,

WHEREAS, it appears to the Board of Commissioners that the application meets all of the criteria set forth in the DeKalb County Code, Chapter 27, Article IV, Division 1, Section 27-832 and Section 27-833 for amending the DeKalb County Zoning Ordinance for the subject property from R-100 – Conditional (Single Family Residential - Conditional) Zoning District to RM-100 – Conditional (Multifamily Residential - Conditional) Zoning District.

THE BOARD OF COMMISSIONERS OF DEKALB COUNTY, GEORGIA, HEREBY ORDAINS:

Part 1: Pursuant to the authority of the DeKalb County Board of Commissioners to exercise powers of zoning, as set forth in Section 27-4 of the DeKalb County Zoning Ordinance, an amendment to rezone property located on the northeast side of Chupp Way Extension is hereby approved.

Part 2: That if this amendment is approved conditionally under the provisions of Section 27-833 and Section 27-841 of the DeKalb County Zoning Ordinance, as identified by the use of the term "Conditional" after the district designation in Section 1 above, the development and use of the above-described property shall be permitted only in compliance with the conditions and/or site plan as attached to this ordinance (Attachment A).

Part 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Part 4. This ordinance hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

ADOPTED by the DeKalb County Board of Commissioners this 27th day of November, 2001.

GALE WALLDORFF
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this 27th day of November, 2001.

VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

MICHAEL J. BELL
Ex-officio Clerk
Board of Commissioners
DeKalb County

APPROVED AS TO FORM:

CHARLES HICKS
County Attorney

ATTACHMENT "A"

FINAL CONDITIONS FOR CZ-00060

Requested by Applicant:

1. Use of property as an assisted living facility.

By Planning Department:

Approval with conditions.

1. Use of the property for supportive living multifamily dwelling units.
2. One parking space per two dwelling units.
3. Access and road improvements as required by Public Works.

By Planning Commission:

No Recommendation. (Tie vote)

By Board of Commissioners:

Approval with conditions – List of conditions attached.

STATE OF GEORGIA
DEKALB COUNTY

I DO HEREBY CERTIFY that the foregoing is a true and correct excerpt from the Minutes of the Board of Commissioners of DeKalb County, Georgia ADOPTED

This 24th day of July, 2002.

Barbara H. Sanders
Deputy Clerk, Board of Commissioners

ATTACHMENT

ITEM # 15 11/27/01
CLERK'S OFFICE

MEMORANDUM

This communication is confidential and protected by the attorney-client privilege and attorney work product rule. It is intended only for the use of the individual or entity to which it is addressed. Dissemination or distribution to persons or entities not directly involved with the subject matter on behalf of the County is prohibited.

November 20, 2001

To: Members, Board of Commissioners

Through: Charles G. Hicks, County Attorney

From: Karen Scott Greene, Assistant County Attorney

Subject: **Rezoning Application of Charles M. Patterson which formed the basis for *New Birth Missionary Baptist Church vs. DeKalb County, Georgia, et al.***
Superior Court of DeKalb County, Georgia
Civil Action File No. 00-CV-13462-10
(Our File No. 01-0633)

As you know, the County agreed to a settlement of the above-styled case and as part of that settlement the County agreed to rezone the property at issue from R-100 to RM-100 with a number of conditions. As a result, the Rezoning Petition of Charles M. Patterson that has commonly been referred to as the New Birth Baptist Church Rezoning, will come before you for consideration on November 27, 2001.

The following proposed conditions represent the agreement of the parties in the settlement of the above-styled suit and include the conditions recommended by the Planning Department and as stated in the applicant's letter of November 2, 2001. All conditions have been reviewed by the Law Department and are consistent with the settlement and RM-100 zoning in DeKalb County.

As such, the following conditions, if accepted by the Board, should be read into the record when the application of Charles M. Patterson, number CZ-00060, is heard and should become part of the permanent file:

1. Applicant will develop no more than one hundred thirty-three (133) dwelling units, within no more than two (2) buildings, for an assisted living facility under the RM-100 zoning district. The maximum lot coverage by buildings shall not exceed 35%.

2. Each building will be no more than two (2) stories in height.

3. The front yard setbacks will be no less than thirty-five (35) feet, the side yard setbacks will be no less than twenty (20) feet, and the rear yard setbacks will be no less than forty (40) feet.

4. If two buildings are developed, the buildings shall comply with all requirements of Section 27-788(e) of the DeKalb County Zoning Ordinance.

5. There shall be a minimum of sixty-seven (67) parking spaces for the facility and the parking lot shall comply with all of the requirements of § 27-753 of the DeKalb County Zoning Ordinance.

6. Lighting shall be established in such a way that no direct light is cast upon or adversely affects adjacent properties and roadways.

7. There shall be an outdoor recreational area equal to no less than five percent (5%) of the total area of the lot.

8. Applicant shall comply with the DeKalb County Tree Ordinance and all green space requirements.

9. All utilities will be underground.

10. Applicant shall comply with all conditions identified in the Consent Order dated October 11, 2001.

11. The property shall only be used for supportive living multifamily dwelling units.

12. One parking space per two dwelling units shall be allowed.

13. Access and road improvements as required by Public Works.

14. There shall be imposed a twenty-four (24) month moratorium (hereinafter "moratorium") applicable to each of the parcels of real property that constitute the campus of New Birth Missionary Baptist Church, which is defined as the Subject Property and all those parcels of real property included in zoning case no. CZ-98006 (hereinafter "New Birth campus") prohibiting:

    a) the construction of any new facilities, buildings, structures or additions, except for the contemplated ALF, and except for existing structures that are

ATTACHMENT

damaged or destroyed by fire or other act of God, may be reconstructed, subject to the then applicable building regulations; and

b) The filing of any special land use permit application, rezoning application, application for variance or special exception which would in any way alter the present zoning on the New Birth campus; (not including the filing of any application for special administrative permits or other permits necessary for the operation of legally permissible temporary and seasonal events); and

15. The use permitted on the New Birth campus during the term of the moratorium shall be limited to:

a) The permissible uses of the Cathedral Complex which include a sanctuary with approximately 7000 seats, a banquet hall, a religious adult education wing (west wing), a 500 – 600 seat chapel, a day school for a maximum of 300 students (with hours of operation limited to between 6:30 a.m. and 5:30 p.m. except for normal and customary night-time and weekend school activities), Sunday school rooms, administrative offices, counseling rooms, administrative offices, a nursery, a first aid room, dressing rooms, informational kiosks, a music rehearsal room, a library, and a book store; and

b) The permissible use of the Family Life Center which includes racquetball courts, basketball courts, weight rooms, dining facilities and a kitchen, administrative offices and meeting rooms; and

c) The permissible uses of the "to be constructed" assisted living facility with a maximum of 133 units;

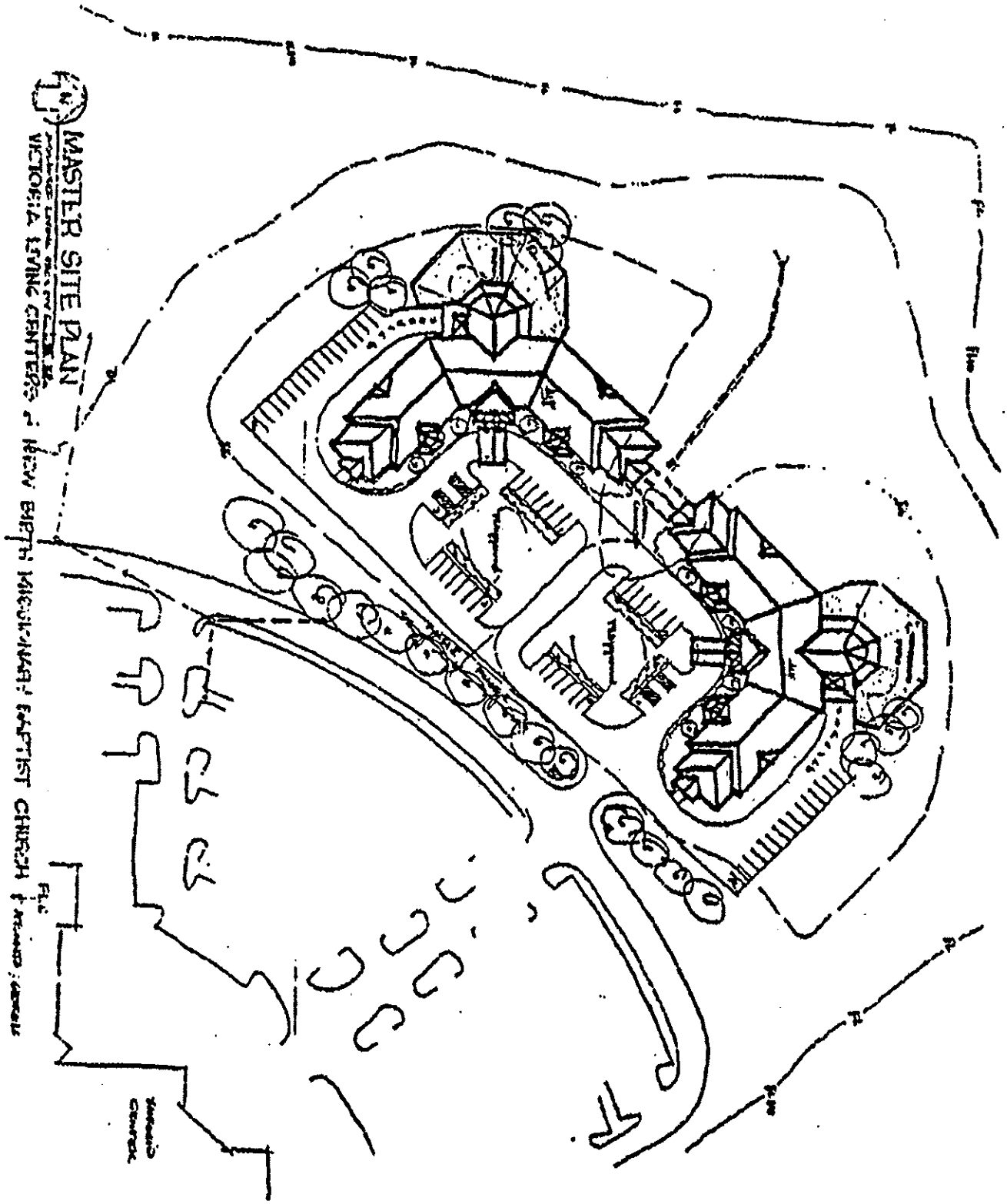
d) Legally permitted temporary or seasonal uses on the New Birth Campus.

16. Access to the New Birth campus by Chupp Way shall be open at all times.

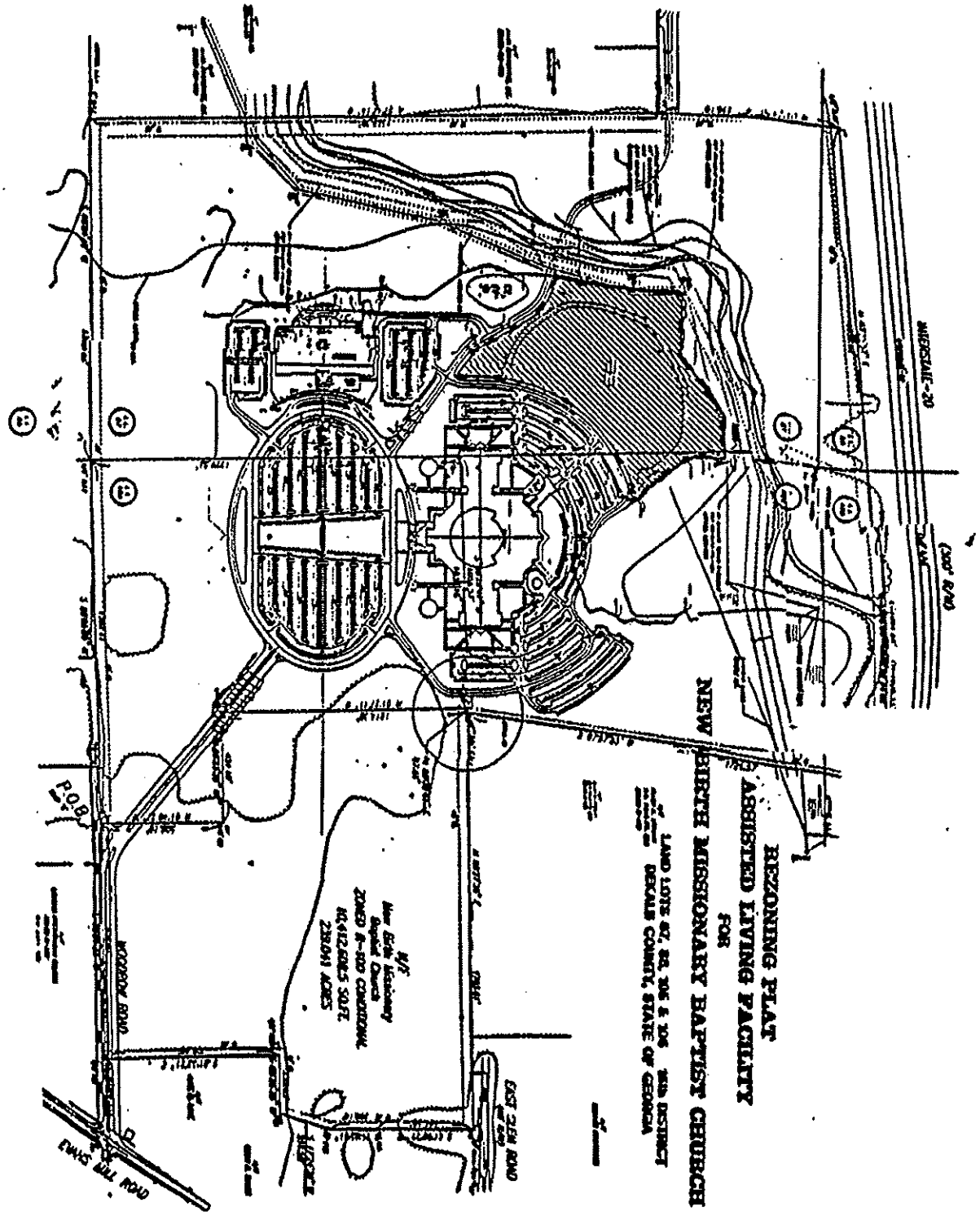
If you have any questions regarding this matter, please feel free to contact our office at (404) 371-3011.

KSG/pew

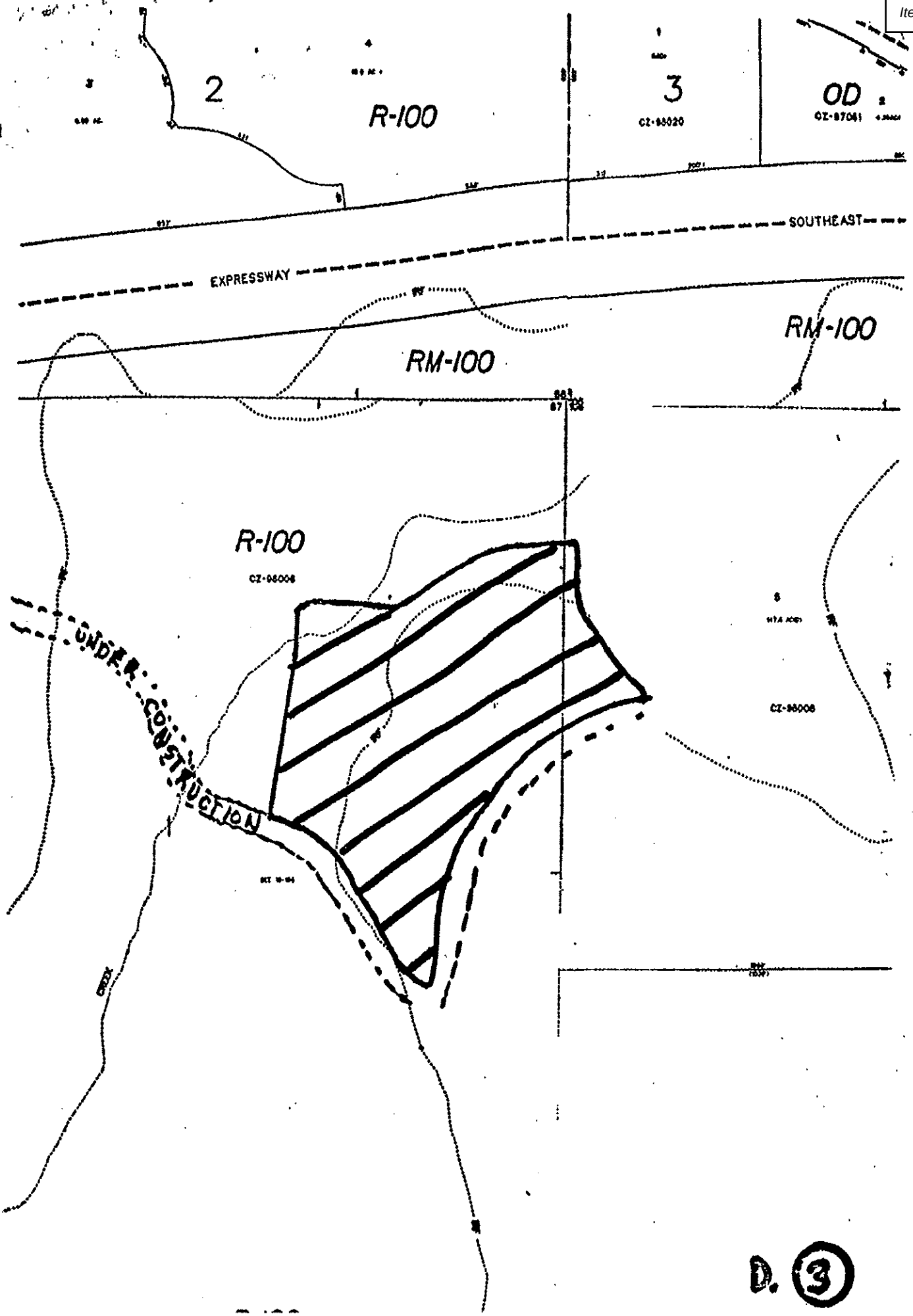
cc: Vernon Jones, Chief Executive Officer
Richard Stogner, Executive Assistant
Raymond R. White, Director of Planning Department
Bob Maxey, Zoning Administrator, Planning Department
William J. Linkous, Chief Assistant County Attorney
Viviane H. Ernstes, Chief Assistant County Attorney


MASTER SITE PLAN
VICTORIA LIVING CENTERS
NEW BETHEL HIGHLAND BAPTIST CHURCH

3


REZONING PLAT
ASSISTED LIVING FACILITY
FOR
NEW BIRTH MISSIONARY BAPTIST CHURCH
LAND LOTS 82, 83, 105 & 106 15th DISTRICT
DEKALB COUNTY, STATE OF GEORGIA
N/F
New Birth Missionary
Baptist Church
ZONED R-100 CONDITIONAL
83,912,885 SQ.FT.
2,150.61 ACRES
P.O.B.
KOOKEMA ROAD
EWING MILL ROAD
GOSS FERN ROAD
INTERSTATE-20
(300' R/W)

3


2
R-100
3
CZ-85020
OD
CZ-87061
SOUTHEAST
EXPRESSWAY
RM-100
RM-100
R-100
CZ-85006
UNDER CONSTRUCTION
CZ-85006

D. 3

Community Planning Information Meeting (CPIM)

May 14, 2026, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

Stonecrest's YouTube Broadcast Link

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

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

II. REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT: Planning and Zoning Staff – Ramona Eversley

III. Item(s) of Discussion:

PETITION:	**V25-017**
PETITIONER:	David Lee of D. Lee Developments
LOCATION:	3543 Serenity Lane
PETITIONER'S REQUEST:	The request is for a variance to allow a renovated residential home to encroach into the front-yard setback of the parcel.

***David Lee of D. Lee Developments*,** the applicant, came up to speak. He stated that the home was built in 1944 and encroaches into the front yard setback of the parcel. Over the years, there has been a subdivision with newer homes constructed, and the required setbacks have changed. Mr. Lee stated that he would like to renovate the interior of the home only and keep the character of the exterior.

Maurice Jackson, a resident of the subdivision, asked for clarification of if the home will be expanded and if the setbacks will be changed.

David Lee of D. Lee Developments stated that the footprint of the home will stay the same, but he may re-stain the home and change the windows.

PETITION:	**V26-002**
PETITIONER:	Adolphus Armstrong of New Birth Missionary Baptist Church
LOCATION:	6370 Woodrow Road
PETITIONER'S REQUEST:	The request is for a variance for the reduction of the parcel's buffer for the development of a mixed-use community.

Tyrone Williams, the engineer and project manager, came up to speak. He stated that they are requesting the variance so they will not have to change the design of their proposed project, to provide financial viability, as well as have a balance between single-family home ownership and multifamily. They are requesting the required buffer area to serve also as the existing preserved tree canopy in order for the development to maintain the proposed number of lots. It was also mentioned that the proposed park and pavilion will be at the center of the site, and that this is where the major sound generation will be located, which will be used for events such as art festivals.

Faye Cofield, a resident, came up to speak. She stated that she supports the project, but not the reduction of the buffer due to potential noise. She stated that she can already hear the train that runs near her home, as well as fireworks. She suggested that the pavilion be placed closer to the church, which will also allow for more parking. Ms. Cofield also suggested that the developers reduce the unit count or put up a 10 to 12-foot sound barrier. She would like the peace in the area to be maintained, would like the developer to stick to what was originally presented, and for the project to be fulfilled.

Dave Marcus, a resident, stated that he is in favor of the development and the developers, but stated that he occasionally hears events hosted at the church and that potential noise in the area needs to be addressed. He suggested that they

consider not having electronic amplification, that the noise be kept to a lower decibel, or the installation of a sound barrier fence. He would like them to keep the park.

Tyrone Williams, the engineer and project manager, stated that there will still be a buffer, but it will not be the full 50 feet. He also mentioned that there will be an HOA, which will have rules and regulations for the use of the pavilion which will be used solely for the community.

Renee Cail a resident, came up to inquire about the buffers and air quality.

Faye Cofield, a resident, asked if the applicant could look into the state's surplus program for excess rocks that may be used for the sound barrier or beautification of the project. She urged them to contact a state representative.

PETITION:	**ZM26-001**
PETITIONER:	Adolphus Armstrong of New Birth Missionary Baptist Church
LOCATION:	6400 Woodrow Road
PETITIONER'S REQUEST:	The request is to amend the approved conditions placed on the site for the installation of ground solar panels.

Adolphus Armstrong, the applicant, stated that the purpose of this application is to remove the condition currently on the property for the construction of a senior living facility so that they can install solar panels. Housing for seniors will be incorporated into the New Birth Village development.

Faye Cofield, a resident, stated that the previous pastor promised the community that residents would be able to use certain facilities free of charge. She questioned if the soccer field would be relocated, if they would work on getting the lights in the area turned back on, and if they could ask the developer to advise the community on how they could also transition to solar systems.

Adolphus Armstrong, the applicant, stated that even though the area is being used as a soccer field, it is conditioned to be a senior living facility and that they could look into a soccer field being placed in another section of the parcel.

Andre Douglas the developer for the solar project came up to speak. He stated that he can work with the community to host a meeting.

Dave Marcus, a resident, suggested that overhead solar panels be placed in the parking lot.

Adolphus Armstrong, the applicant, stated that they are limited to what can be done in the parking lot due to the requirement of replanting trees on the campus.

Dave Marcus, a resident, asked if trees will be replanted on Woodrow Road.

Adolphus Armstrong, the applicant, stated that is a location where trees will be planted.

IV. ADJOURNMENT

The meeting was adjourned at 7:26 p.m.

Americans with Disabilities Act

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

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

APPROVED:

DIRECTOR, PLANNING & ZONING **DATE**

ATTEST:

SECRETARY **DATE**


THE CITY OF
STONECREST
GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 25-007 1695 Spring Hill Cove

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): 01/26/26 & March 23, 2026

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Shawanna Qawiy, Divisions Director Community Developmemt Departmemt

PRESENTER: Shawanna Qawiy, Divisions Director Community Development Departmemt

PURPOSE: A special land use permit request to operate a personal care home.

FACTS: The applicant is requesting a special land use permit to operate a personal care home.

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

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

ATTACHMENTS:

(1) Attachment 1 - Ordinance
(2) Attachment 2 - Staff Report
(3) Attachment 3 - PC Summary Minutes
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO DENY A SPECIAL LAND USE PERMIT ON PROPERTY LOCATED AT 1695 PANOLA ROAD (PARCEL ID 16 131 01 157) TO OPERATE A PERSONAL CARE HOME; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.

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

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

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

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

WHEREAS, the City received an application to operate a personal care home; and

WHEREAS, pursuant to the City's Zoning Ordinance applicants who desire operate a personal care home must obtain a special land use permit; and

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

WHEREAS, the City has properly advertised and held a public hearing before the Planning Commission; and

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

WHEREAS, Planning and Zoning Staff recommends denial of special land use permit located at 1695 Panola Road; and

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

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

Section 1. That SLUP 25-007, to operate a personal care home at 1695 Panola Road is DENIED.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional. (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually

dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

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

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

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

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

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

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2026.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

SPECIAL LAND USE PERMIT ANALYSIS

Prepared By:	Ellis Still, Deputy Director of Planning & Zoning
Petition Number:	SLUP 25-007
Applicant:	Michael Stewart 1695 Spring Hill Cove Lithonia, GA 30058 stewartmichaelz@yahoo.com
Property Owner:	Michael Stewart 1695 Spring Hill Cove Lithonia, GA 30058 stewartmichaelz@yahoo.com
Project Location:	1695 Spring Hill Cove (Parcel ID 16 131 01 157)
District:	1 – Councilwoman Tara Graves
Acreage:	+/- 0.27 acres
Existing Zoning:	RSM (Small Lot Residential Mix) District
Overlay:	N/A
Future Land Use:	Suburban (SUB)
Proposed Development/Request:	The applicant is seeking to operate a personal care home.
CPIM:	February 12, 2026
Planning Commission:	March 3, 2026
Mayor & City Council:	March 23, 2026
Sign Posted/ Legal Ad(s) submitted:	January 27, 2026
Staff Recommendations:	**Denial**
Planning Commission:	**Deferral to April 7, 2026 (PC) meeting**

PROJECT OVERVIEW

Location The subject property is located at 1695 Spring Hill Cove, Lithonia, GA 30058 in the Rogers Crossing Subdivision off of Rogers Lake Road. Rogers Lake Road is classified as a Collector.

The property zoned RSM (Small Lot Residential Mix) zoning district and most of the surrounding properties are zoned RSM (Small Lot Residential Mix).

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: West	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: East	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: South	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)





Background The zoning classification is RSM- Small Lot Residential Mix.

The property is developed as a single-family home in the Rogers Crossing Subdivision. The property has been used as a residence since it was built in 2002. There is another application for a personal care home in the neighborhood that was applied for in March of 2025. The home consists of 2,162 square feet and sits on 0.27 acre.

According to Division 12, Section 2.12.1 The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is as follows: A. To provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options; B. To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;

DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

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

A. Personal care homes, general requirements.

1. If owned by a corporation, partnership, Limited Liability Company or any entity other than a natural person, the administrator identified in the state license application must reside in the personal care home. If owned by an individual, the individual owner must reside in the group personal care home.

2. Each personal care home must obtain a city license as well as all license(s) and/or permit(s) required by the State of Georgia before beginning to operate. Each personal care home licensed and/or permitted by the State of Georgia must display its state-issued and city-issued license(s) and/or permit(s) in plain view, visible from the front doorway of the facility.

3. No personal care home may display any exterior signage that violates the sign ordinance in chapter 21 of the Code or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located.

4. Personal care homes may apply for an FHA Accommodation Variance as provided for in section 7.5.9 of this chapter.

5. No city permit for the operation of the personal care home shall be transferable.

B. Personal care home, group (up to six persons).

1. Two copies of complete architectural plans for the subject group personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.

2. Each group personal care home must provide at least four parking spaces within a driveway, garage or carport and must comply with any applicable requirements in article 6.

3. The home must be at least 1,800 sq. ft in size.

4. In order to prevent institutionalizing residential neighborhoods, no group personal care home located in a residential zoning district may be operated within 1,000 feet of any other group personal care home. The 1,000-foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the group personal care homes are located.

C. Personal care home, (seven or more persons).

1. Two copies of complete architectural plans for the subject community personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.

2. Each community personal care home must provide at least one-half parking spaces for each employee and resident and must comply with any applicable requirements in article 6.



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

Suburban Neighborhood (SN): The Suburban Neighborhood area recognizes those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those already developed and those under development pressures. Suburban Neighborhood areas are characterized by low-pedestrian orientation, limited transit access, scattered civic buildings, and curvilinear street patterns. The desired density for areas of this type is from 4 to 8 dwelling units per acre.

Use Descriptions: SF detached; Townhomes; Assisted Living facilities; Neighborhood Retail; Schools; Libraries; Parks and Related; Health Care, Civic

Maximum Density, Units/Acre: 4 to 8 du/ac

Permitted Districts: OI, OIT, NS, RSM, R100, R85, R75, R60, RNC

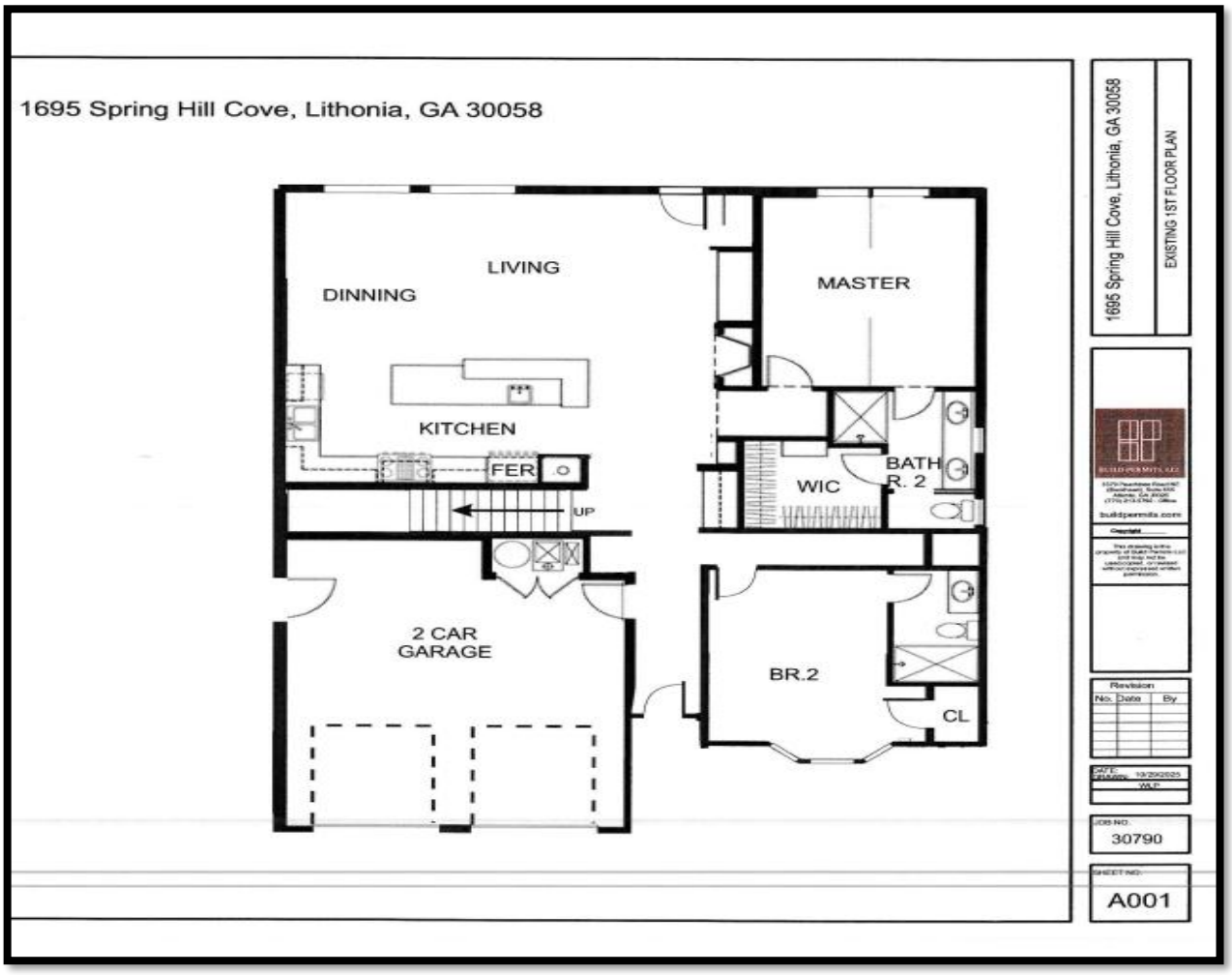
Zoning Classifications Legend

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

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed special land use permit in January. The Community Planning Information Meeting (CPIM) was held on February 12, 2026, at 6:00 pm at city hall. There was one resident in attendance that asked questions about the request. The resident inquired about the level of care that would be provided for the clients in the home and if the applicant had a backup plan if a nurse could not make it in for their shift. Staff also asked whether the applicant would reside at the residence. The applicant stated that he would have certified personnel to provide care and if one nurse could not make it to work, another nurse would be brought in to cover. He also stated that he would not live at the subject property, but his brother would be living at the home. Staff advised the applicant that residency by the applicant is a requirement of the proposed use.

Submitted Floor Plan



SLUP 25-007

ADDRESS: **1695 Spring Hill Cove**

CURRENT ZONING: **RSM- (Small Lot Residential Mix) District**

OVERLAY: **None**

FUTURE LAND USE: **Suburban (SUB)**

★ **Subject Property**

Aerial Map



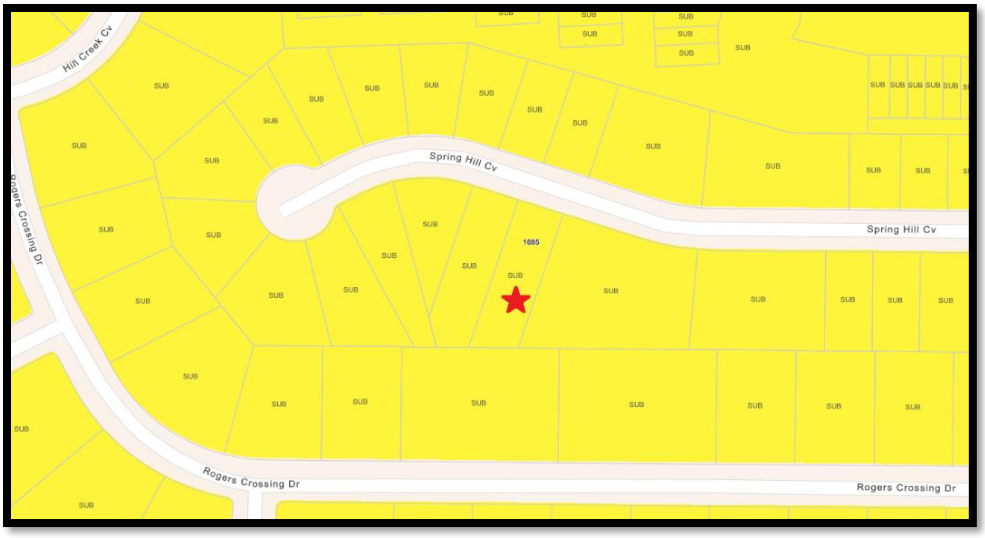
Zoning Map



Legend

R-100 - Residential Med Lot

Future Land Use Map



Legend

Suburban

STANDARDS OF REZONING REVIEW

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

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

The property was developed in the early 2000's as part of a single-family home subdivision. The subject property consists of approximately +/- 0.27 acres of residential zone land. The lot is narrow and the home is tightly placed on the lot. The setbacks appear to be met. The lot has appropriate parking for four vehicle spaces. There is enough lot area in the rear of the property to accommodate the required open space.

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

The proposal is consistently compatible with the residential zone district and the existing residential developed properties. The site has a single-family dwelling on the land. The proposal for a personal care home is allowed, per Section 2.12.2, Permitted and Special Land Uses that governs the site. There is another personal care home within the neighborhood. It is permitted because it meets the required 1,000 feet distance requirement.

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

The property is located off Rogers Lake Road, which is a collector road and has access to existing developed public facilities and utilities.

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

Rogers Lake Road is an existing roadway with a varied public right-of-way width. There is adequate traffic-carrying capacity along the roadway.

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

The proposed personal care home would not adversely affect the character of the vehicles or volume of traffic generated. The standard traffic volume for the site would likely be a very modest increase. The possible need for medical assistance would not likely be more than what currently exists.

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

Adequate ingress and egress are provided from Spring Hill Cove. There are no sidewalks available for pedestrian walkability along the frontage of the subject property or throughout the subdivision. The subject property is near a cul-de-sac and should accommodate the requirements of Fire and Emergency Services as far as access.

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 should not adversely impact adjoining land uses by reason of noise, smoke, odor, dust, or vibration generated from a personal care home.

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 use hours of operations should not create adverse impacts upon the adjoining land use. The applicant Letter of Intent indicate that there would be 24 hours can for 7 days a week from 9am – 5pm.

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.

The applicant stated that his brother would be staying at the home. There has been no communication from the brother regarding this business in his residence. There has been no consent given that he agrees with the requirements of the special land use permit. These issues and the fact that the applicant does not live on the site of the business are cause for concern.

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 otherwise consistent with the requirements of the zoning district in accordance with Article 2 – District Regulations Table 4.1 – Division 12, Section 2.12.2 (C).

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

The use is consistent with the policies of the comprehensive plan and is permitted by the zoning ordinance as a special land use permit. The comprehensive list "*Assisted Living Facilities*" as a one of the use descriptions.

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 would be in an existing neighborhood and have adequate space required for the proposed use. The uses in the surrounding neighborhood are all similar in nature.

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

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

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 will be granted to the applicant for the requested use and is not transferable. If the use is discontinued, the permit will expire.

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 size, scale and mass of the proposed development are appropriate in relation to the size of the subject property and in relation to the size and scale of the adjacent and nearby lots and buildings. However, it should be noted that according to the applicant's presentation, the garage area has been enclosed and converted to a living area. The City of Stonecrest does not show any permits in the system for building or inspections for any alterations to the structure.

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

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

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

The proposed use does not meet the requirements of the supplemental regulations. The supplemental regulations states *"If owned by an individual,* ***the individual owner must reside in the group personal care home****."* The applicant has stated that his brother will be residing at the property.

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.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of building height. The building height is not proposing to change with this request.

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 would not necessarily benefit to the community as a whole due to an existing personal care home in the same subdivision. The proposed use could lead to over-saturation in the community where there is an existing personal care home.

STAFF RECOMMENDATION

Based on the review of the application and supporting materials, Staff finds there are several issues that are concerning.

- The structure appears to have been altered without permits or inspections. The garage area appears to have been converted into living space.
- There was a "Quitclaim Deed" that was submitted that does not appear to have been recorded and doesn't appear to be official.
- The applicant stated that they are proposing to care for 3 individuals and there are 3 bedrooms in the home, however the bother lives at the location as well. Additionally, there will be a nurse at the home too.

Staff have concluded that the required findings for approval have not been adequately addressed for the proposed special land use permit. Additionally, the ordinance requires the owner to live at the personal care home. The brother lives at the home, but has not given consent, attended any of the meetings to give support or any comments. As a result, Staff has concluded that the proposed use does not meets the criteria established by the zoning ordinance. Therefore, Staff recommends **DENIAL** of the requested special land use permit.

PLANNING COMMISSION RECOMMENDATION – March 3, 2026

The application was voted 3-0-0 to be deferred to Mayor and City Council (March 23, 2026 meeting).

Attachment(s): SLUP 24-006 Application Materials

QUITCLAIM DEED

THIS INDENTURE, made this 15 day of January, 2026 between Michael Stewart,

whose address is 721 Forest Glen Dr McDonough GA 30252, hereinafter called the Grantor,

and Linval Morgan, whose address is 1695 Spring Hill Cv Lithonia GA 30058,

hereinafter called the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has

remised, released, and quitclaimed, and by these presents does remise, release, and quitclaim unto

the Grantee all right, title, interest, and claim which the Grantor has in and to the following described property:

All that tract or parcel of land lying and being in Dekalb County, Georgia, and being

more particularly described as follows:

LEGAL
THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF LITHONIA,COUNTY OF DEKALB AND STATE OF GEORGIA, AND DESCRIBED AS FOLLOWS:

ALL THAT TRACT OF PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 16TH DISTRICT, DEKALB COUNTY GEORGIA, BEING LOT 54, BLOCK AMROGERS CROSSING, PHASE ONE AS PER PLAT RECORDED IN PLAT BOOK 122, PAGES 42-43, AND RE-RECORDED IN NAT BOOK 123, PAGE 107, DEKALB COUNTY,GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DECRIPTON.

THE IMPROVEMENT THEREON BEING KNOWN AS 1695 SPRING HILL COVE, LITHONIA, GA.

ALSO KNOWN AS: 1695 SPRING HILL COVE, LITHONIA, GEORGIA 30058

TO HAVE AND TO HOLD the said property unto the Grantee, so that neither the Grantor nor the

Grantor's heirs or assigns shall have, claim, or demand any right or title to the aforesaid property.

SLUP (ANSWERS) APPLICATION

A. RESIDENTIAL PROPERTY 3-BED, 2½ BATH, WITH DRIVEWAY FRONT AND REAR YARD.

B. PROPERTY IS COMPATIBLE WITH OTHER PROPERTIES AND WILL NOT CREATE A HARDSHIP.

C. PROPERTY HAS WATER, SEWER, ELECTRICITY AND GARBAGE SERVICE WILL BE PROVIDED BY LOCAL COMPANY.

D. TRAFFIC WILL NOT BE UNDULY AFFECTED. ALL CLIENTS WILL USE TRANSPORTATION PROVIDED TO THEM. CAR OR VAN. NO TRUCKS OR BUSES.

E. NO! VEHICLES VISITING THE RESIDENCE ARE AUTOMOBILES.

F. NO! ALL ACCESS IS THROUGH FRONT AND REAR DOORS. WITH WINDOWS TO ALLOW FIRST RESPONDERS EMERGENCY ACCESS.

G. NO! NO ACTIVITIES CONDUCTED THAT WILL CREATE ANY NOISE, SMOKE, ODOR OR DUST.

H. NO! HOURS OF OPERATION ARE 9AM TO 5PM

(1)

I. No! There Are No Adverse Impacts On Ajoining Properties.

J. Yes! Zoning Classifications, Will Allow A (3) Bed Residential Home In This Area.

K. Yes! The Plan Calls for Providing Care for (3) Individuals.

L. Yes! No Buffer Zones Needed, No Noise, Chemicals, etc.

M. Yes! Trash Will be Placed In Cans, And Picked Up By Local Company.

N. No! Special Use Permit, Shall Be for Duration Of Life of Facility.

O. Yes! Residential Area, All Properties Are Similar.

P. No! Use Will Not Affect No Other Properties Or Entities.

Q Yes! Proposed Use Satisfies All Requirements.

R. No! All Buildings Are In Place. No Height Will be Added To The Structure.

(2)

5. Yes! The Property Does Not Affect Future Development Plans. It is Compatible With Other Properties In The Area. Does Not Affect Traffic, Has No Operational Impact. And Serves The Community By Providing A Service For Those In Need.

(3)

PARID: 16 131 01 157
Tax Dist: 80-STONECREST
STEWART MICHAEL ST JOHN 1695 SPRING HILL CV

Residential Structure

Building #	1
Land Class	R3 - RESIDENTIAL LOT
Stories	1
Construction	7 - FRAME/BRICK
Style	05 - SPLIT-LEVEL
Living Area	2,162
Quality Grade	020
Condition	AV
Year Built	2002
Remodeled Year	
Effective Year	
Bedrooms	3
Full Baths	2
Half Baths	1
Total Fixtures	12
Fireplaces	1
AC	4 - CENTRAL WITH A/C
Basement	1 - SEE ADDITIONS
Unfinished Area	
Finished Basement Living Area	
Functional Obsolescene	
Economic Obsolescence	
% Complete	100

Additions

Addition Number	Description	Area
0	---	1,702
1	-L/L FR FINISH--	460
2	GAR FR BLT-IN---	500
3	-OPEN PORCH--	28
4	-PATIO--	130
5	-GAR FR 1 STORY--	48

Site Adequacy & Building Suitability

Adequacy of the Site for the Proposed Use

The selected property provides a structurally appropriate and operationally efficient setting for SM Health Care's administrative functions. The site offers sufficient interior space for offices, training, staff coordination, and secure record maintenance without the need for physical expansion.

Key Considerations:

- The existing footprint supports all required business functions with no modification needed.
- Our operations involve low-density occupancy and minimal physical equipment, ensuring ample space for daily activities.
- No specialized medical facilities, treatment rooms, or storage spaces are required on-site.

Building Size, Scale, and Massing

SM Health-care's use does not alter the existing structure or introduce any visual or physical changes that would affect surrounding properties.

Highlights:

- No new construction, additions, or external alterations.
- Scale and appearance remain consistent with all other commercial properties in the district.
- Use of the building remains administrative only, maintaining the original architectural intent.



1695 Spring Hill Cove
Lithonia, GA 30058

Amendment Application

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

Amendment Application

PROPERTY

Site Address(es): 1695 Spring Hill Cove Lithonia GA 30058		Parcel #:	Zip: 30058
Project Name (If applicable):	Stewart Michaels Home Health Care LLC		
Current Zoning		Proposed Zoning	
Current Use		Proposed Use	

OWNER INFORMATION

Name:	Michael Stewart		
Address:	1695 Spring Hill cove		
Email:	Stewartmichaels@yahoo.com	Phone:	404 569-1189

APPLICANT

Name:	Michael Stewart		
Address:	1695 Spring Hill Cove		
Email:	Stewartmichaels@yahoo.com	Phone:	404 569 1189

ANGELA ROBINSON NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 07/27/2027

AFFIDAVIT

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

Applicant's Name:	Michael Stewart		
Applicant's Signature:	Michael Stewart	Date:	

NOTARY

Sworn to and subscribed before me this	October Day of	20	25
Notary Public:	Angela Robinson		
Signature:	Angela Robinson	Date:	10/6/25

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

Amendment Application

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

Property Owner(s) Notarized Certification

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

Property Owner

Name:	Michael Stewart				
Address:	1695 Spring Hill Cove	City, State:	Lithonia GA 30058	Zip:	30058
Signature:	Michael Stewart			Date:	

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

Notary Public:

Additional Property Owner (if applicable)

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

Sworn to and subscribed before me this 6th day of October 2025

Notary Public: Angela Robinson

ANGELA ROBINSON NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 07/27/2027

Additional Property Owner (if applicable)

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

Amendment Application

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

Sworn to and subscribed before me this 6th day of October 2025

Notary Public: Angela Robinson

ANGELA ROBINSON NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 07/27/2027

Amendment Application

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

Applicant(s) Notarized Certification

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

Applicant

Name:	Michael Stewart				
Address:	1695 Spring Hill Cove	City, State:	Lithonia GA	Zip:	30058
Signature:	Michael Stewart			Date:	

Sworn to and subscribed before me this 6th day of October, 2025

Notary Public: Angela Robinson

ANGELA ROBINSON NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 07/27/2027

Applicant (if applicable)

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

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

Notary Public:

Applicant (if applicable)

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

Amendment Application

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

Applicant(s) Notarized Certification

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

Applicant

Name:	Kaleem Waseem				
Address:	3657 Spring Hill Dr. 16615	City, State:	Lithonia GA	Zip:	30058
Signature:	Kaleem Waseem	Spring Hill Cove	Date:		

Sworn to and subscribed before me this 6th day of November, 2025

Notary Public: Donna W. House

DONNA W. HOUSE NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires December 18, 2025

Applicant (if applicable)

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

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

Notary Public:

Applicant (if applicable)

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

Amendment Application

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

Sworn to and subscribed before me this 6th day of October 2025

Notary Public: Angela Robinson

ANGELA ROBINSON NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES 07/27/2027

Amendment Application

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

Campaign Disclosure Statement

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

☐ Yes ☑ No

Applicant/Property Owner			
Name:	Kareem Wesson		
Address:	1695 Spring Hill Cove	City, State: Lithonia	Zip: 30058
Signature:	Kareem Wesson	Date:	

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

Date	Government Official & Position	Description	Amount

Amendment Application

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

Campaign Disclosure Statement

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

☐ Yes ☑ No

Applicant/Property Owner					
Name:	Michael Stewart				
Address:	1695 Spring Hill Cove	City, State:		Zip:	30088
Signature:	Michael Stewart		Date:		

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

Date	Government Official & Position	Description	Amount

Planning Administrative Technician

Dear Sir or Madam,

My name is **Michael Stewart**, and I am the owner of **Stewart Michael Home Health Care**, located at **1695 Springhill Cove**. I am submitting this letter to formally request zoning approval for the establishment of a **personal care home** at the above address.

The mission of Stewart Michael Home Health Care is to provide compassionate, high-quality care to individuals in need of medical and personal assistance. Our goal is to create a safe, nurturing environment that promotes dignity, comfort, and independence for every resident we serve.

I am committed to operating this home in full compliance with all applicable state and local regulations. This endeavor reflects my dedication to serving our community and fulfilling a calling to help those who require support and care.

Thank you for your time and consideration of this request. I look forward to the opportunity to contribute positively to our community through this important work.

Sincerely,

Michael Stewart
Owner, Stewart Michael Home Health Care
1695 Springhill Cove

1. A **Trip Generation Report** shall be submitted as a part of zoning applications for all Non-Residential and Mixed Use developments and for Residential Developments with greater than 10 proposed units. Applicants should follow this sample report:

Land Use (ITE Code)	Intensity	Daily	A.M Peak			P.M. Peak		
		Total	In	Out	Total	In	Out	Total
General Office (710)	50,000 Gross Square Feet	782	95	13	108	23	112	135
Townhouse (230)	200 Units	1,157	15	75	90	71	35	106
	TOTAL	1,939	110	88	198	94	147	241

2. A **Traffic Impact Study** shall be submitted as part of the zoning application for developments that produce 100 or more peak hour trips or at the discretion of the Public Works Department based on review of the request at the pre-application meeting.
3. The minimum requirements of the Traffic Impact Study shall be as follows:

Land Use	ITE Code	Variable	Rate Trips/ Var	Minimum Size for 100 Peak Hour Trips
Residential				
Single Family Detached	210	Housing Units	1.01	99 Units
Apartment	220	Housing Units	0.62	161 Units
Townhome/Condo	230	Housing Units	0.52	192 Units
Retail				
Shopping Center	820	1000 sf GLA	3.71	26 ksf GLA
Specialty Center	826	1000 sf GLA	5.02	20 ksf GLA
Pharmacy -no drive-thru	880	1000 sf	8.4	11.5 ksf
Pharmacy -w/drive-thru	881	1000 sf	9.91	10 ksf
Services				
Fast Food	934	1000 sf	45.42	2.2 ksf
Sit Down Restaurant	932	1000 sf	10.81	9 ksf
Coffee/Donut Shop	937	1000 sf	100.58	1 ksf
Bank no drive-thru	911	1000 sf	12.13	8 ksf
Bank w/drive-thru	912	1000 sf	24.3	4 ksf
Gas Station	944	Pumps	13.87	7 pumps
Institutional				
Day Care	565	Students	0.81	123 Students
Private School (K-8)	534	Students	0.9	111 Students
Private School (K-12)	536	Students	0.81	123 Students
Office				
General Office	710	1000 sf	1.56	64 ksf
Medical Office	720	1000 sf	3.57	28 ksf
Lodging				
Hotel	310	Rooms	0.6	166 Rooms

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

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

February 12, 2026, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

*IN-PERSON MEETING

Stonecrest's YouTube Broadcast Link

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

I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Fellisha Blair, Planner

II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT**– Fellisha Blair, Planner

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

PETITION:	**RZ25-013**
PETITIONER:	Darrell Johnson of JDM Consultants, LLC
LOCATION:	3309 Panola Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

PETITION:	**RZ25-014**
PETITIONER:	Darrell Johnson of JDM Consultants, LLC
LOCATION:	3313 Panola Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

The applicant for RZ25-013 and RZ25-014 was not present, but constituents were given the opportunity to speak.

Wesley Mitchel, a resident, came up to state his concern about the location of the proposed dog park and run off pool and asked if they could be located near the front of the development. He also stated his concern about the number of homes being proposed and the potential decrease in property values. Lastly, he mentioned noise during construction and **stated that he is willing to work with what the city decides to do with the petition.**

Anthony Paris, a resident, came up to speak. He stated his concern about the potential decrease in property values. Being a disabled veteran, and wanting to keep the peace.

Ronald Oneil, a resident, came up to speak. He stated his concerns about the pricing proposed for the homes as well as the quality. He also stated his concern about pests during the construction period.

Lewis Anderson, president of the Hilson Head HOA, stated his concern about the deferment of the application as well as the veterans who live in his subdivision. He stated his support for the city as a resident and asked for support.

PETITION:	**SLUP25-007**
PETITIONER:	Michael Stewart of Stewart Michael Home Health Care
LOCATION:	1695 Spring Hill Cove
PETITIONER'S REQUEST:	The request is for a Special Land Use Permit (SLUP) to operate a personal care home.

Michael Stewart, the applicant, came up to speak and stated that after the passing of his mother, who was not in a senior facility, he decided with his brother that they would like to operate this use. He stated that his brother will be staying in the home and that he lives near it. They will be working with a government-funded program, and the home will operate

CITY OF STONECREST, GEORGIA

24/7 with a live-in nurse.

Ramona Eversley, senior planner, asked the applicant about the number of bedrooms, the number of patients, the nurses, and the applicant's brother.

Michael Stewart, the applicant, stated that there are four bedrooms in the home, that there will be two to three patients, that the nurse will be in the master bedroom, and that his brother will also be in the home.

Fellisha Blair, planner, asked the applicant if he submitted documents showing co-ownership of the property.

Michael Stewart, the applicant, stated that the documents had been submitted.

Renee Cale, a resident, asked about the level of care of the patients who will be living in the home.

Michael Stewart, the applicant, stated that there will be a live-in nurse and that he will be able to pick his clients, who will be of the same gender.

Renee Cale, a resident, asked if there was a backup plan if a nurse is not available to work.

Michael Stewart, the applicant, stated that there will be other nurses on staff and that the seniors will not be at the home during the day because there are programs that the state offers for them to participate in.

Fellisha Blair, planner, asked about visitation and transportation schedules.

Michael Stewart, the applicant, stated that all of the clients will be picked up and dropped off at the same time. He additionally stated that he is still working on visitation hours.

Fellisha Blair, planner, asked about the drop-off and pick-up times.

Michael Stewart, the applicant, was not able to provide specific times.

Ellis Still, deputy director, asked if the caregivers would be certified.

Michael Stewart, the applicant, stated that the nurses will come through the state's government program.

PETITION:	**V26-001**
PETITIONER:	Hugh Delaney of D2construccttion Services
LOCATION:	2955 Klondike Road
PETITIONER'S REQUEST:	The request is for a variance from Section 3.5.7 of the city's code to encroach into the transitional buffer for the installation of a street for a residential development.

Hugh Delaney of D2construccttion Services the applicant came up to speak. He stated that the property is currently under development for townhomes. They are requesting encroachment into the 50-foot buffer in order to build a road through the property located at 2979 Klondike Road to access the main road for ingress and egress.

Cecil Cody, a resident, stated his concern about the development being built behind his property, the types of people who will move into the townhomes, and the trees on his parcel being cut down. He asked if the applicant could build a fence to border the properties.

Onethia Cody, a resident, stated her concern about her privacy being taken since the project has started development, and rats being in her yard. She also asked for a fence.

Hugh Delaney of D2construccttion Services stated that if there is trash left on the property, it is removed and that he will take their concerns to the owners.

s

CITY OF STONECREST, GEORGIA

IV. ADJOURNMENT

The meeting was adjourned at 6:53 p.m.

Americans with Disabilities Act

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

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

APPROVED: Ellis Still — 2/24/2026

DIRECTOR, PLANNING & ZONING — **DATE**

ATTEST: Cobi Brown — 02/24/2026

SECRETARY — **DATE**

PLANNING COMMISSION MEETING
Stonecrest City Hall* - 6:00 p.m.
*In-Person Meeting
March 3, 2026

SUMMARY MINUTES

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: Stonecrest YouTube Live Channel

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of the hearing, no later than 2:00 PM, to be read into the record at the hearing.
When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. CALL TO ORDER

Chairperson Eric Hubbard (District 3) called the meeting to order at 6:00 p.m.

II. ROLL CALL
Chairperson Eric Hubbard (District 3) called the roll. Commissioner Joyce Walker (District 2) and Commissioner Lemuel Hawkins (District 5) were present. Vice Chairperson Erica Williams(District 1) was absent.

Kevin Jackson was officially sworn in as the Commissioner for District 4 by Mayor Jazzmine Cobble.

Community Development Divisions Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Planner Fellisha Blair, and Administrative Assistant Cobi Brown were in attendance. Zoning Analyst Abeykoon Abeykoon was absent.

III. APPROVAL OF THE AGENDA
Chairperson Hubbard asked for a motion to amend the agenda for the swearing-in of the District 4 commissioner. The motion was made by ***Commissioner Hawkins*** and was seconded by ***Commissioner Walker***. The agenda was **APPROVED** by a unanimous vote. **3-0-0**

IV. **APPROVAL OF MEETING MINUTES:** *Planning Commission meeting minutes dated January 6, 2026.* Chairperson Hubbard asked for a motion to **APPROVE** the meeting minutes for January 6, 2026. The motion was made by Commissioner Hawkins and seconded by Commissioner Walker. It was **APPROVED** by a unanimous vote. 3-0-0

V. ANNOUNCEMENT(S)

VI. OLD BUSINESS:
N/A

VII. NEW BUSINESS:

Senior Planner Ramona Eversley gave an overview of the petition.

STAFF RECOMMENDATION

Based on the review of the application and supporting materials, Staff finds there are several issues that are concerning.

- The structure appears to have been altered without permits or inspections. The garage area appears to have been converted into living space.
- There was a "Quitclaim Deed" that was submitted that does not appear to have been recorded and doesn't appear to be official.
- The applicant stated that they are proposing to care for 3 individuals and there are 3 bedrooms in the home, however the bother lives at the location as well. Additionally, there will be a nurse at the home too.

Staff have concluded that the required findings for approval have not been adequately addressed for the proposed special land use permit. Additionally, the ordinance requires the owner to live at the personal care home. The brother lives at the home, but has not given consent, attended any of the meetings to give support or any comments. As a result, Staff has concluded that the proposed use does not meets the criteria established by the zoning ordinance. Therefore, Staff recommends **DENIAL** of the requested special land use permit.

Commissioner Walker asked if the applicant was able to provide information about the alterations and also about him not living in the home.

Ramona Evesley (Senior Planner) stated that the alterations were not discussed, but the code requirements were relayed to the applicant, who stated that his brother will be living in the home.

Commissioner Hawkins asked about the requirements for enclosed parking, considering that one of the alterations was the garage being converted into a room.

PENDING APPROVAL

Deputy Director Still explained that the ordinance requires at least four parking spaces.

Fellisha Blair (Planner) relayed information that the floor area of the home is 2,162 sqft, which does not include the garage, which is 500 sqft.

1. PUBLIC HEARING CASE #: SLUP25-007
APPLICANT: Michael Stewart of Stewart Michael Home Health Care
LOCATION: 1695 Spring Hill Cove
The request is for a Special Land Use Permit (SLUP) to operate a personal care home.

Michael Stewart, the applicant, came up to speak. He stated that his brother has not attended any of the meetings because he works the third shift at his new job, which is his number one priority. He stated that as the older sibling (the applicant) he is spearheading the project, and the space in the garage is for his brother to reside. Mr. Stewart also mentioned that the nurse will stay in the master bedroom while the clients will stay in the other bedrooms in the home. Additionally, it was stated that there will be scheduled visits for the clients, and that he submitted a quick claim deed with his brother listed on it.

Commissioner Jackson (District 4) asked the applicant for clarification of the number of bedrooms in the home.

Michael Stewart, the applicant, replied that there are three (permitted) bedrooms and the fourth is the garage that has been converted to a bedroom for his brother. He also stated that he wanted to open the business in memory of his late mother.

Commissioner Walker (District 2) stated her concern about the quick claim deed and the garage conversion that was completed without a permit

Michael Stewart, the applicant, stated that the garage was converted prior to him placing the application for the business, but he added a doorway for his brother to be able to have his own entry.

Fellisha Blair (Planner) asked the applicant if the quick claim deed was recorded at the DeKalb County Clerk of Superior Court, which was information that was shared with Mr. Stewart. She mentioned that the department had informed the applicant of the regulations that the applicant must live in the home. Ms. Blair also asked the applicant if his brother was included in the documents filed with the state for the personal care home, as well as the LLC.

Michael Stewart, the applicant, answered that he was not.

Kareem Waseem stated that he is the consultant for the applicant and that he has opened up around 100-200 facilities. Mr. Waseem stated that in other counties, it is not a requirement for the applicant to stay in the home. He also thought that the quick claim deed was already recorded and would be the one to pick the clients. Lastly, he explained how the facility will operate.

The public hearing was closed.

2. DECISION CASE #: SLUP25-007
APPLICANT: Michael Stewart of Stewart Michael Home Health Care
LOCATION: 1695 Spring Hill Cove
The request is for a Special Land Use Permit (SLUP) to operate a personal care home.

Michael Stewart, the applicant, stated that he is not trying to get over on anyone, that he has spent thousands on upgrades, and wanted to do something in honor of his mother. It was also mentioned that there is a self-governed HOA within the subdivision, and that he spoke with the president.

Chairperson Hubbard made the motion to recommend a **DEFERMENT TO THE NEXT PLANNING COMMISSION MEETING**. The motion was seconded by **Commissioner Jackson**. The application was **DEFERRED** by unanimous vote **4-0-0**.

VIII. ADJOURNMENT

The meeting adjourned at 7:28 p.m.

APPROVED:

_____

CHAIRPERSON Date:

ATTEST:

_____

SECRETARY Date:

PENDING APPROVAL

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for the Matrix Fee Study

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☒ **OLD BUSINESS**
☐ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE: DISCUSSION**

CATEGORY: (*check all that apply*)

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

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

Previously Heard Date(s): 01/12/26 & 01/26/26

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development & Keisha Franklin, Finance Director

PURPOSE: To review and discuss the submitted study by Matrix Consulting Group to determine updated full cost (direct and indirect) fees for city services. Where proposed fees increases are significant, staff recommends a phased implementation approach to reduce the immediate impact on businesses and residents, provide predictability, and allow the City to gradually achieve its costs recovery objectives. As a general guideline, increases exceeding 50 percent of current fees should be considered for multi-year implementation unless operational, legal, or regulatory considerations warrant a more immediate adjustment.

FACTS: The Matrix Consulting Group analyzed the cost of service relationships that exist between fees for service activities in the following areas; Building, Finance, Parks and Recreation, and Planning and Zoning. The results of this study provide a tool for understanding current service levels and the cost for those services. The request is to review, discuss and approve the final fees based on the recommendations of the final study.

CITY COUNCIL AGENDA ITEM

OPTIONS: Table, Deny, Approve, Approve with Modifications Approve with modifications

RECOMMENDED ACTION: Approve with Modifications Approve with modifications

ATTACHMENTS:

(1) Attachment 1 - Resolution
(2) Attachment 2 - Matrix Consulting Fee Study
(3) Attachment 3 - Amended Spreadsheet
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST APPROVING THE CITY OF STONECREST COMPREHENSIVE USER FEE STUDY AND ADOPTING CHANGES TO THE CITY OF STONECREST FEE SCHEDULE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stonecrest ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Mayor and City Council are the governing authority of the City of Stonecrest, Georgia; and

WHEREAS, the City engaged Matrix Consulting Group to conduct a formal fee study to evaluate and determine the full cost (direct and indirect) of providing a variety of City services; and

WHEREAS, the City of Stonecrest intends to establish a Fee Schedule for the purpose of providing reasonable fees that reflect the current service levels and the cost for those services within the City; and

WHEREAS, the City of Stonecrest is recommending to gradually achiever its cost recovery objectives, where fees are increased exceeding 50 percent of current fees should be considered for multi-year implementation based on EXHIBIT A -MASTER FEE SCHEDULE-City of Stonecrest.

WHEREAS, City's Fee Schedule must be approved by the City Council in accordance with Sec. 2-177 -2-179, Division 1. Article VI. Chapter 2 of the Code of Ordinances.

NOW, THEREFORE BE IT RESOLVED BY MAYOR AND CITY COUNCIL THE CITY OF STONECREST, GEORGIA, that the City of Stonecrest Comprehensive User Fee Study is hereby adopted as attached in Exhibit "A".

BE IT RESOLVED, that the City's Schedule of Fees located in Appendix A of the Code of Ordinances is amended in accordance with changes to certain fees as established in Exhibit A.

BE IT FINALLY RESOLVED that this Resolution shall be effective immediately upon its adoption.

SO RESOLVED THIS _____ DAY OF_____ 2026.

CITY OF STONECREST, GEORGIA

_____

JAZZMIN COBBLE, MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM

_____

CITY ATTORNEY

EXHIBIT A

COMPREHENSIVE USER FEE STUDY REPORT

OCTOBER 2025

STONECREST, GA

MATRIX
CONSULTING GROUP

TABLE OF CONTENTS

INTRODUCTION AND EXECUTIVE SUMMARY	1
LEGAL FRAMEWORK	4
USER FEE STUDY METHODOLOGY	7
RESULTS OVERVIEW	9
BUILDING	10
FINANCE	15
PARKS & RECREATION	16
PLANNING & ZONING	20
COST RECOVERY CONSIDERATIONS	27
APPENDIX – COMPARATIVE SURVEY	30

INTRODUCTION AND EXECUTIVE SUMMARY

The report, which follows, presents the results of the Comprehensive User Fee study conducted by Matrix Consulting Group for the City of Stonecrest, Georgia.

PROJECT BACKGROUND AND OVERVIEW

The City of Stonecrest has never conducted a formal fee study. The purpose of this study is to evaluate and determine the full cost (direct and indirect) of providing a variety of City services. The Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Building, Finance, Parks & Recreation, and Planning & Zoning. The results of this study provide a tool for understanding current service levels and the cost for those services.

GENERAL PROJECT APPROACH AND METHODOLOGY

The methodology employed by Matrix Consulting Group is a widely accepted "bottom up" approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Program. Once time spent for a fee activity is determined, all applicable City costs are then considered in the calculation of the "full" cost of providing each service. The following table provides an overview of types of costs applied in establishing the "full" cost of services provided by the City:

TABLE 1: OVERVIEW OF COST COMPONENTS

Cost Component	*Description*
Direct	Fiscal Year 2025 Budgeted salaries, benefits, and allowable expenditures.
Indirect	Division, departmental, clerical, and Citywide support.

Together, the cost components in the table above comprise the calculation of the total "full" cost of providing a service, regardless of whether a fee for that service is charged.

The work accomplished by Matrix Consulting Group in the analysis of the fees for service involved the following steps:

- **Department / Program Staff Interviews:** The project team interviewed department / program staff regarding their needs for clarification to the structure of existing fee items or for addition of new fee items.
- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2025 were entered into Matrix Consulting Group's analytical software model.
- **Cost Analysis:** The full cost of providing each service included in the analysis was established.

- **Review and Approval of Results with City Staff:** Department management has reviewed and approved these documented results.

A more detailed description of user fee methodology and legal and policy considerations are provided in subsequent chapters of this report.

SUMMARY OF RESULTS

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis) and an undercharge for most others. The results of this analysis will provide the Departments and the City with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among City Councilmembers and City staff and do not represent a recommendation for where or how the City Council should act. The setting of the "rate" or "price" for services, whether at full cost recovery or lower, is a policy decision to be made only by the City Council with input from City staff and the community.

CONSIDERATIONS FOR COST RECOVERY POLICY AND UPDATES

The Matrix Consulting Group recommends that the City use the information contained in this report to discuss, adopt, and implement a formal Cost Recovery Policy, including a standard mechanism for the annual update of fees for service.

ADOPT A FORMAL COST RECOVERY POLICY

The Government Finance Officers Association's (GFOA) best practices for *Establishing Government Charges and Fees* states that governmental entities should adopt formal policies regarding charges and fees which include the jurisdiction's intention to recover the full cost or partial costs of providing services, sets forth circumstances under which the jurisdiction might set a charge for fee at less than or more than 100% of full cost, and outlines the considerations that might influence the jurisdiction's pricing decision.

The Matrix Consulting Group strongly recommends that the Council adopt a formalized, individual cost recovery policy for each service area included in this Study. Whenever a cost recovery policy is established at less than 100% of the full cost of providing services, a known gap in funding is recognized and may then potentially be recovered through other revenue sources. The Matrix Consulting Group considers a formalized cost recovery policy for various fees for service an industry Best Management Practice.

ADOPT AN ANNUAL FEE UPDATE / INCREASE MECHANISM

GFOA best practices for *Establishing Government Charges and Fees* states that governmental entities should review, and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates to avoid large, infrequent fee increases.

The purpose of a comprehensive update is to completely revisit the analytical structure, service level estimates and assumptions, and to account for any major shifts in cost components or organizational structures that have occurred since the City's previous analysis. The City should conduct comprehensive analyses every five to seven years as this practice captures any changes to organizational structure, processes, as well as any new service areas.

In between comprehensive updates, the City should utilize published industry economic factors, such as Consumer Price Index (CPI) or other regional factors, to update the cost calculations established in the Study on an annual basis.

LEGAL FRAMEWORK

This section of the report is intended to provide an overview of the legal rules and regulations that govern what is considered a fee for service, how those fees can be calculated, general principles, philosophies, and general policy considerations for setting fees for service.

LEGAL FRAMEWORK

A "user fee" is a charge for service provided by a governmental agency to a public citizen or group. Georgia municipalities are authorized to collect fees by the Georgia constitution.[1] Georgia has several additional legal provisions that regulate fees for service, with the purpose of ensuring that fees are reasonable and justified. The most prominent and relevant of these relate to the following fee types:

- **Administrative Fees:** Municipalities are permitted to charge administrative fees related to the collection of occupation taxes; these fees must be directly related to the reasonable cost of processing the tax transactions.[2]
- **Regulatory Fees:** These fees can be charged when the municipality routinely inspects or otherwise investigates a business or other entity to ensure compliance with laws and regulations related to the health and safety of the community.[3] The revenue from these fees can only be used in carrying out the associated activities and cannot be used for general purposes; it must also be directly related to the cost of the service provided.[4] Building-related fees are classified as regulatory fees, but the current law explicitly excludes development impact fees and other zoning and land development costs from this category.[5]
- **Other Fees:** Although the Code of Georgia does not have definitive regulations for fees other than those previously discussed, Georgia case law generally holds that all user fees should be directly related to the cost of providing a service and that the service provided should provide some level of benefit to the applicant.[6]

When determining fees for service it is important to ensure there is a **direct benefit** – the service is provided directly to the payer – and that it is **cost-based** and does not exceed the reasonable cost of providing the service.

GENERAL PRINCIPLES AND PHILOSOPHIES REGARDING USER FEES

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as

[1] Ga. Const. Article IX, § IV, para. I(b)(2)
[2] GA Code § 48-13-5; GA Code § 48-13-10
[3] GA Code § 48-13-9
[4] GA Code § 48-13-5; GA Code § 48-13-9
[5] GA Code § 48-13-5; GA Code § 8-2-26
[6] *McLeod v. Columbia County*, 278 Ga. 242 (2004)

globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

TABLE 2: SERVICES IN RELATION TO BENEFIT RECEIVED

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
•Police •Park Maintenance •Fire Suppression	•Recreation / Community Services •Fire Prevention	•Building Permits •Planning and Zoning Approval •Engineering Development Review

Funding for local government is obtained from myriad revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized (usually) by the general fund. In Table 3, services in the “global community benefit” section tend to be funded primarily through voter-approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fees, and other funding sources. Finally, in the “individual / group benefit” section of the table are the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.
- **A profit-making objective should not be included in the assessment of user fees.** Georgia state case law generally requires that user fees be closely tied to the costs associated with providing the associated services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term “user fee” no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, it is commonly accepted that user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

GENERAL POLICY CONSIDERATIONS REGARDING USER FEES

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax-based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why City staff or City Council may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit on the jurisdiction's ability to charge a fee. Examples include pass-through fees, such as fees charged by Dekalb County.
- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for changing a water heater in a residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.
- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community. Examples include Planning Design Review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the City complies with State law.

SUMMARY OF LEGAL RESTRICTIONS AND POLICY CONSIDERATIONS

Once the full cost of providing services is known, the next step is to determine the "rate" or "price" for services at a level which is up to, and not more than, the full cost amount. The City Council is responsible for this decision, which often becomes a question of balancing service levels and funding sources. The placement of a service or activity within the continuum of benefit received may require extensive discussion and at times fall into a "grey area." However, with the resulting cost-of-services information from a User Fee Study, the City Council can be assured that the adopted fee for service is reasonable, fair, and legal.

USER FEE STUDY METHODOLOGY

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the "bottom-up" approach to establishing User Fees. The term means that several cost components are calculated for each fee or service. These components then build upon each other to comprise the total cost for providing the service. The following chart describes the components of a full cost calculation:



The following subsections discuss the two components of the basis of the full cost.

TIME ESTIMATION

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the City developed these estimates. The project team worked closely with City staff in developing time estimates with the following criteria:

- Estimates are representative of **average times** for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the **position or positions** that typically perform a service.
- Estimates are reviewed by the project team for "**reasonableness**" against their experience with other agencies.
- Estimates were not based on time-in-motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction's fees for service and meets legal requirements.

The alternative to time estimating is actual time tracking, often referred to billing on a "time and materials" basis. Except in the case of anomalous or very large and complex projects, Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.

- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes.

Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging actual costs for such fees as appropriate and itemized within the current fee schedule.

FULLY BURDENED HOURLY RATES

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries**: FY2025 Budgeted salaries were utilized and consolidated at the positional level.
- **Benefits:** FY2025 Budgeted benefits were utilized and consolidated at the positional level.
- **Productive Hours:** Based on Stonecrest's current personnel system rules, working or productive hours were calculated. This means taking the starting total working hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave.
- **Departmental / Divisional Overhead:** This captures any internal service charges or operating costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from Director, administrative, and analytical staff that do not directly work on fees.
- **Citywide Overhead:** This captures support provided by the City Council, City Manager, City Clerk, City Attorney, Finance, and Human Resources. The costs are based on a standard *de minimis* rate (15%).

Together these components result in the generation of fully burdened hourly rates by position / classification and / or department / division. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

RESULTS OVERVIEW

The motivation behind a cost of services (User Fee) analysis is for City Council and Departmental staff to maintain services at a level that is both accepted and effective for the community and to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a "snapshot in time," where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates, allow only for a reasonable projection of subsidies and revenue. Consequently, City Council and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each fee including the following:

- **Modifications:** discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.
- **"Per Unit" Results:** comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).

The full analytical results were provided to City staff under separate cover from this summary report.

BUILDING

The Building and Permitting Division ensures that any construction within the City complies with state and local building codes and regulations. The Building fees examined in this study relate to new construction; remodels and tenant improvements; mechanical, electrical, and plumbing (MEP) permits; swimming pools; certificates of occupancy; and demolition projects. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Building Department.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** In discussions with City staff, the following eliminations were proposed to the current fee schedule as they represent services no longer offered by the City or are duplicative:
    - 'Electrical Permits – Low Voltage – Residential'
    - 'Plumbing Permits – Miscellaneous fee'
    - 'Sprinkler system processing'
- **New Fee:** Staff proposed the addition of a 'Temporary Certificate of Occupancy' fee to represent a service already offered by not codified on the fee schedule.
- **Condensed Fees:** Staff proposed condensing the following fees to simplify the fee schedule:
    - 'Commercial Grease Trap Processing' from a base fee with an additional fee per $1,000 valuation to a single flat fee.
    - 'HVAC Permits' from a list of individual appliances to more general fee categories such as 'Fee per heating appliance' and 'Fee per cooling appliance'.
    - 'Plumbing Permits' from a list of individual fixtures to a single 'Fee per plumbing fixture'.
- **Modified Fees:** The following fee modifications were proposed to better clarify the services being provided:
    - 'Swimming Pool' fee was created to combine all related MEP permits and was divided into 'Single-Family' and 'Commercial / Multi-Family' categories.
    - All 'Minimum Permit Fees' were renamed 'Base Permit Fees'.
    - 'Grease Trap', 'Irrigation System', 'Sewer Service', and 'Water Service' had the phrase 'Application Processing' added to clarify that the fee is only for the City to process these applications and submit them to the County for their review.
    - The 'Technology Fee' was converted from a flat fee to a percentage-based fee; this allows the City to better recover costs for large projects that have a greater impact on technology systems.

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Building and Permitting staff.

DETAILED RESULTS

The Building Division collects fees for new construction; remodels and tenant improvements; mechanical, electrical, and plumbing (MEP) permits; certificates of occupancy; swimming pools; demolition; and processing certain applications that the County reviews. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 3: TOTAL COST PER UNIT RESULTS – BUILDING

Fee Name	Current Fee	Total Cost	Difference
Building Permit Fee Schedule			
Base Permit Fee	$175	$178	($3)
Technology Fee	Modified	6%	N/A
Plan Review Fee	20%	40%	(20%)
Building Permit (New Construction)			
Building Permit Fee Schedule	$0.0065	$0.0085	($0.0020)
Interior Tenant Finish/Residential Remodel			
Minimum permit fee	$175	$174	$1
Technology Fee	Modified	6%	N/A
Commercial Interior finish	$6.00	$9.33	($3.33)
Residential renovation/addition/repair	$6.00	$6.97	($0.97)
Other Fees			
Certificate of Occupancy Fee/Letter of Completion Fee	$50	$122	($72)
Temporary Certificate of Occupancy	New	$182	N/A
Plans Revision Fee			
Residential Site Plan	$25	$62	($37)
Other	$50	$70	($20)
Resubmittal Fee - each resubmittal after the 2nd, Temporary Certificate of Occupancy, nonresidential only	$25	$62	($37)
Permit Extension - same owner	$300	$317	($17)
Change of Contractor after permit issued	$175	$188	($13)
House moving permit	$150	$169	($19)
Swimming Pool			
Single-Family	$100	$394	($294)
Commercial / Multi-Family			
Up to $16,000 value	$100	$394	($294)
Per $1,000.00 value added	$7	$7	($1)
Demolition			
Single-Family	$100	$164	($64)
Commercial / Multi-Family			
Up to $16,000 value	$100	$164	($64)
Per $1,000.00 value added	$7	$7	($1)
Temporary Construction Trailer	$100	$282	($182)
Temporary Structure	$150	$282	($132)

Fee Name	Current Fee	Total Cost	Difference
Minimum Miscellaneous Fee	$100	$99	$1
Commercial Grease Trap Processing	$200	$49	$51
Irrigation system Processing	$100	$49	$51
After hours inspection (min. 4 hours)	$50	$142	($92)
Reinspection Fees - Building and Trades			
Reinspection - first occurrence	$25	$40	($15)
Reinspection - second occurrence	$50	$80	($30)
Reinspection - third and others	$100	$120	($20)
Plumbing Permits			
Base Permit Fee	$100	$109	($9)
Technology Fee	Modified	6%	N/A
Fee per plumbing fixture	$5	$20	($15)
Fee per gas service added	$25	$20	$5
Other			
Re-inspection fee - First	$25	$40	($15)
Re-inspection fee - Second	$50	$80	($30)
Re-inspection fee - Third and subsequent	$100	$120	($20)
After hours inspection (min 4 hours)	$50	$142	($92)
Sewer Service Application Processing	$30	$49	($19)
Water Service Application Processing	$30	$49	($19)
HVAC Permits			
Base Permit Fee	$100	$109	($9)
Technology Fee	Modified	6%	N/A
Fee per heating appliance	$35	$40	($5)
Fee per cooling appliance	$35	$40	($5)
Fee per residential exhaust fan	$15	$40	($25)
Fee per commercial exhaust fan	$25	$40	($15)
Fee per gas service added	$25	$40	($15)
Fee per commercial vent hood	$80	$80	$0
Fee per residential vent hood	$25	$40	($15)
Miscellaneous equipment	$15	$40	($25)
Gas Service	$25	$40	($15)
Gas Reconnect	$50	$50	$0
Electrical Permits			
Base Permit Fee	$100	$109	($9)
Technology Fee	Modified	6%	N/A
Other			
Re-inspection fee - First	$25	$40	($15)
Re-inspection fee - Second	$50	$80	($30)
Re-inspection fee - Third and subsequent	$100	$120	($20)
After hours inspection (min 4 hours)	$50	$142	($92)
Temporary Service Pole	$25	$30	($5)
Number of receptacles	$2	$4	($2)
Number of Light Fixtures	$2	$4	($2)
Service Panel between 30 amps and 125 amps	$20	$30	($10)
Service Panel between 126 amps and 400 amps	$30	$40	($10)
Service Panel 401 amps and above	$40	$60	($20)
Number of appliances including furnace and air conditioning	$5	$10	($5)

Fee Name	Current Fee	Total Cost	Difference
Swimming pool, spa, Jacuzzi	$50	$60	($10)
Miscellaneous equipment	$20	$30	($10)
Construction trailer	$50	$60	($10)
Power reconnect	$50	$60	($10)
Low Voltage			
Commercial	$50	$60	($10)

The fees administered by the Building and Permitting Division generally under-recover. The largest deficits are in relation to the base fees for both 'Single-Family' and 'Commercial / Multi-Family' swimming pool permits at around $300 each. A few fees do show over-recoveries; the largest overages are in relation to the 'Commercial Grease Trap Processing' and 'Irrigation System Processing' fees at about $50 each. The City should review these results and adjust these fees to be in compliance with the state regulations, as well as to allow for greater cost recovery.

FINANCE

The Finance Department is responsible for administering the City's Alcoholic Beverage and Business Licenses. The fees examined in this study relate to the administrative fees charged for managing those programs. The following subsections discuss fee schedule modifications and detailed per unit results.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, no modifications were proposed to the fees administered by the Finance Department.

DETAILED RESULTS

Finance's fees are related to the administrative costs associated with providing Alcoholic Beverage Licenses and Business Licenses. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 4: TOTAL COST PER UNIT RESULTS – FINANCE

Fee Name	Current Fee	Total Cost	Difference
Alcoholic Beverage E License			
Administrative Fee			
Beer/Wine	$100	$214	($114)
Liquor	$200	$214	($14)
Business Licenses			
Administrative Fee	$75	$131	($56)

The administrative fees administered by the Finance Department all under-recover the associated costs. The largest under-recovery is for a 'Beer/Wine' permit at just over $100. The smallest under-recovery is for a 'Liquor' permit at about $15.

PARKS & RECREATION

The Parks and Recreation Department operates and maintains the City's parks and facilitates various activities and programs for City residents. The fees examined in this study relate to facility, field, and pavilion rentals; athletic activities; and camps. The following subsections discuss fee schedule modifications and detailed per-unit results.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the 'Field Rentals – Artificial Turf Fields' fee, as the City currently does not have any of these fields available for rent.
- **New Fees:** Staff proposed the addition of the following fees as they highlight services the City would like to provide in the near future:
    - 'Afterschool Programming'
    - 'Co-Ed Softball League'
    - 'Co-Ed Kickball League'
    - 'Co-Ed Volleyball League'
    - 'Concession Stand' Rental
    - 'Flag Football'
    - 'Lacrosse'
    - 'Men's / Women's Basketball League'
    - 'School Break Camps'
    - 'Soccer'
    - 'Track and Field'
    - 'Tumbling'
    - 'Youth Basketball Clinic'
    - 'Youth Basketball League'
    - 'Youth T-Ball / Baseball League'
- **Expanded Fees:** For all rentals of spaces in the Browns Mill Recreation Center, staff proposed adding a separate fee for 'Specialty Groups.'

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Parks and Recreation staff.

DETAILED RESULTS

The Parks and Recreation Department collects fees for rentals, athletic activities, and camps. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 5: TOTAL COST PER UNIT RESULTS – PARKS & RECREATION

Fee Name	Current Fee	Total Cost	Difference
Browns Mill Recreation Center			
Multipurpose Room			
Event	$250	$289	($39)
Meeting	$100	$149	($49)
All Other Rentals:			
Resident	$45	$90	($45)
Non-Resident	$70	$90	($20)
Non-Profit	$35	$90	($55)
Specialty Groups	New	$90	N/A
Multipurpose Room A or B			
Event	$250	$150	$100
Meeting	$100	$59	$41
All Other Rentals:			
Resident	$35	$74	($39)
Non-Resident	$60	$74	($14)
Non-Profit	$25	$74	($49)
Specialty Groups	New	$74	N/A
Large Gymnasium			
Athletic Events	$250	$236	$14
All Other Rentals:			
Resident	$85	$107	($22)
Non-Resident	$110	$107	$3
Non-Profit	$75	$107	($32)
Specialty Groups	New	$107	N/A
Auxiliary Gymnasium			
Athletic Events	$250	$146	$104
All Other Rentals:			
Resident	$60	$84	($24)
Non-Resident	$85	$84	$1
Non-Profit	$50	$84	($34)
Specialty Groups	New	$84	N/A
Entire Gymnasium			
Athletic Events	$250	$339	($89)
All Other Rentals:			
Resident	$125	$132	($7)
Non-Resident	$150	$132	$18
Non-Profit	$115	$132	($17)
Specialty Groups	New	$132	N/A
Opening Facility Fee	$100	$85	$15

Fee Name	Current Fee	Total Cost	Difference
Field Rentals			
Baseball / Football / Soccer / Softball			
Youth	$40	$35	$5
Adult	$50	$35	$15
Non-Profit	$35	$35	$0
Tournaments			
Youth / Adult	$120	$218	($98)
Lights	$50	$85	($35)
Field Prep	$75	$168	($93)
Cleaning / Trash Removal	$100	$126	($26)
Concession Stand	New	$63	N/A
Pavilion Rentals			
Salem Pav.			
Half day (< 4 hrs.)			
Resident	$55	$144	($89)
Non-Resident	$75	$144	($69)
Full day (4 + hrs.)			
Resident	$95	$204	($109)
Non-Resident	$135	$204	($69)
Gregory Moseley Pav.			
Half day (< 4 hrs.)			
Resident	$55	$129	($74)
Non-Resident	$75	$129	($54)
Full day (4 + hrs.)			
Resident	$95	$174	($79)
Non-Resident	$135	$174	($39)
Browns Mill Pav.			
Half day (< 4 hrs.)			
Resident	$55	$135	($80)
Non-Resident	$75	$135	($60)
Full day (4 + hrs.)			
Resident	$95	$187	($92)
Non-Resident	$135	$187	($52)
Athletic Programs			
Men's / Women's Basketball League	$600	$1,322	($722)
Co-Ed Softball League	$500	$1,317	($817)
Co-Ed Kickball League	$500	$1,317	($817)
Co-Ed Volleyball League	$500	$1,317	($817)
Flag Football	$600	$1,317	($717)
Youth Basketball Clinics	$125	$174	($49)
Tumbling	$125	$174	($49)
Youth Basketball League			
Resident	$80	$131	($51)
Non-Resident	$95	$131	($36)
Youth T-Ball / Baseball League			
Resident	$85	$131	($46)
Non-Resident	$100	$131	($31)
Track and Field			
Resident	$95	$131	($36)

Fee Name	Current Fee	Total Cost	Difference
Non-Resident	$110	$131	($21)
Soccer			
Resident	$85	$131	($46)
Non-Resident	$100	$131	($31)
Flag Football			
Resident	$85	$131	($46)
Non-Resident	$100	$131	($31)
Lacrosse			
Resident	$95	$131	($36)
Non-Resident	$110	$131	($21)
Non-Athletic Programs			
Afterschool Programming	New	$275	N/A
School Break Camps	New	$382	N/A
Summer Camp	$60	$710	($650)

The fees charged by the Parks and Recreation Department generally under-recover the costs of providing the associated services, with some exceptions. The largest deficit is seen between the proposed fee and the total cost for the co-ed softball, kickball, and volleyball leagues at about $800 per team.

A few rental fees show over-recoveries, ranging from just over $100 ('Auxiliary Gymnasium – Athletic Events') to $1 ('Auxiliary Gymnasium – Non-Resident'). It is important to note that rental fees are generally not bound by the same cost restrictions as other types of user fees; because rentals are purely voluntary transactions that are influenced by many market factors other than cost (desirability of the facility, availability of other comparable facilities in the area, etc.), these fees can be set at the market rate, rather than purely on a cost basis.

PLANNING & ZONING

The Planning and Zoning Division is responsible for managing the City's growth and development through implementation of the Comprehensive Plan and the Zoning Ordinance. The Planning and Zoning fees included in this study relate to rezoning, variances, public notice, special administrative permits, signs, and land development. The following subsections discuss fee schedule modifications and detailed per-unit results for the fee-related services provided by Planning and Zoning.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees as they are either no longer needed or are duplicative:
    - 'Residential – Final Plats – Inspection'
    - 'Residential – Final Plats – Final Inspection and Punch List'
    - 'Revisions'
- **New Fees:** Staff proposed the addition of the following fees as they highlight services either already provided and not codified on the fee schedule or services the City would like to provide in a different way:
    - 'Re-Posting Signs'
    - 'Sign Review'
    - 'Tree Removal Permit'
- **Condensed Fees:** Staff proposed collapsing the 'Clearing', 'Clearing and Grubbing', and 'Grading Permit' fees into a single fee for all residential and non-residential projects.
- **Expanded Fees:** For all zoning districts under the 'Rezoning from any district/major modification' section, staff proposed expanding the current list of acreage-based subcategories to include an additional subcategory for Overlays.
- **Modified Fees:** The 'Technology Fee' was converted from a flat fee to a percentage-based fee; this allows the City to better recover costs for large projects that have a greater impact on technology systems.

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Planning and Zoning staff.

DETAILED RESULTS

Planning and Zoning collects fees for rezoning, variances, signs, public noticing, and land development. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and

Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 6: TOTAL COST PER UNIT RESULTS – PLANNING & ZONING

Fee Name	Current Fee	Total Cost	Difference
Technology Fee	Modified	6%	N/A
Permit Applications			
Variances			
Residential Single-Family Zoning Districts			
Base	$250	$4,111	($3,861)
For each additional variance on the same piece of property (maximum of three variances)	$50	$417	($367)
Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts, and Commercial Uses in Residential			
Base	$350	$4,359	($4,009)
For each additional variance on the same piece of property (maximum of three variances)	$100	$417	($317)
All Signs			
Base	$350	$4,111	($3,761)
For each additional variance on the same piece of property (maximum of three variances)	$100	$417	($317)
Sign Review	New	$208	N/A
Zoning Certification Letter	$50	$124	($74)
Minor Modification	$250	$339	($89)
Major Modification	$250	$3,117	($2,867)
Special Land Use Permit (SLUP)	$400	$4,111	($3,711)
Swimming Pool	$50	$339	($289)
Rezoning from any district/major modification			
RE District			
0 to 5 acres	$500	$2,032	($1,532)
5+ to 10 acres	$1,000	$3,196	($2,196)
10+ to 20 acres	$1,500	$4,111	($2,611)
20+ to 100 acres	$2,000	$4,506	($2,506)
100+ acres			
Base	$2,500	$4,506	($2,006)
Per acre for any portion thereof over 100 acres.	$40	$62	($22)
RE District in an Overlay	New	$4,359	N/A
RLG, R-100, R-85, R-75, R- 60			
0 to 5 acres	$300	$2,032	($1,732)
5+ to 10 acres	$700	$3,196	($2,496)
10+ to 20 acres	$1,000	$4,111	($3,111)
20+ to 100 acres	$1,500	$4,506	($3,006)
100+ acres			
Base	$2,500	$4,506	($2,006)
Per acre for any portion thereof over 100 acres.	$40	$62	($22)
RLG, R-100, R-85, R-75, R- 60 in an Overlay	New	$4,359	N/A
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts			
0 to 5 acres	$500	$2,281	($1,781)

Fee Name	Current Fee	Total Cost	Difference
5+ to 10 acres	$100	$3,568	($3,468)
10+ to 20 acres	$1,500	$4,359	($2,859)
20+ to 100 acres	$2,000	$5,127	($3,127)
100+ acres			
Base	$2,500	$5,127	($2,627)
Per acre for any portion thereof over 100 acres.	$20	$93	($73)
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts in an Overlay	New	$4,607	N/A
Public Notice			
All Land Use and Variance, and Administrative Appeal Petitions (except Administrative and Minor)			
Signs	$80	$45	$35
Re-Posting Signs	New	$45	N/A
Advertising (Public Notice)	$50	$68	($18)
Special Administrative Permit			
Temporary outdoor events			
Base	$50	$508	($458)
Per Day	$10	$84	($74)
Temporary outdoor sales, seasonal	$50	$508	($458)
Temporary Outdoor Retail Sales			
Base	$50	$508	($458)
Per Day	$10	$84	($74)
Temporary or seasonal farmer's markets; Temporary produce stand	$50	$508	($458)
Temporary Structure	$50	$508	($458)
Urban Community Garden, over 5 acres	$50	$508	($458)
Telecommunication	$50	$508	($458)
Home Occupation or Home-based business	$100	$339	($239)
Festival/Event (horseshow, music festival, etc.)			
Base	$50	$508	($458)
Per Day	$10	$84	($74)
Events, Outdoors Seasonal (Christmas tree, pumpkinseed)	$50	$508	($458)
Roadside Vendor			
Base	$50	$508	($458)
Per Day	$10	$84	($74)
Roadside Produce Stand	$50	$508	($458)
Sexually Oriented Business	$50	$4,359	($4,309)
Special Administrative Event Permit			
5 days or less	$200	$508	($308)
14 days	$300	$1,378	($1,078)
All Other Administrative Permits	$25	$508	($483)
Sign Variances			
Sign Variances			
Minor Modification	$30	$339	($309)
Major Modification	$250	$3,117	($2,867)
Sign Permit Fees			
Directional Sign/Wayfinding Signs	$100	$4,111	($4,011)
Special Event Sign	$100	$84	$16

Fee Name	Current Fee	Total Cost	Difference
All other sign permits	$100	$508	($408)
Banner	$25	$508	($483)
Wall Signs			
Under 50 square feet	$50	$666	($616)
50 to 100 square feet	$75	$1,084	($1,009)
Over 100 square feet	$100	$1,378	($1,278)
Ground / Monumental Signs			
Under 50 square feet	$100	$666	($566)
50 to 100 square feet	$150	$1,084	($934)
Over 100 square feet	$200	$1,378	($1,178)
Land Development Fee Schedule			
Technology Fee	Modified	6%	N/A
Clearing or Clearing and Grubbing or Grading Permit - Residential/Nonresidential			
Review	$300	$852	($552)
Inspection	$25	$532	($507)
Tree Removal Permit	New	$527	N/A
Development Permit			
Residential - Single Family			
Engineering (less than 2 Acres)			
Review			
Base	$300	$1,052	($752)
Per Lot	$15	$22	($7)
Inspection			
Base	$200	$532	($332)
Per Acre	$100	$133	($33)
Erosion Control (less than 2 Acres)			
Review	$200	$1,052	($852)
Inspection			
Base	$100	$390	($290)
Per Acre	$50	$66	($16)
Engineering (more than 2 Acres)			
Review			
Base	$400	$1,585	($1,185)
Per Lot	$15	$22	($7)
Inspection			
Base	$400	$1,065	($665)
Per Acre	$100	$133	($33)
Erosion Control (more than 2 Acres)			
Review	$300	$1,585	($1,285)
Inspection			
Base	$200	$656	($456)
Per Acre	$50	$133	($83)
As-Built Plans Review			
Review	$0	$66	($66)
Inspection	$0	$133	($133)
Residential - Town Homes (Fee Simple)			
Engineering			
Review			

Fee Name	Current Fee	Total Cost	Difference
Base	$300	$390	($90)
Per Lot	$15	$22	($7)
Inspection			
Base	$400	$532	($132)
Per Acre	$100	$133	($33)
Erosion Control			
Review			
Base	$150	$920	($770)
Per Lot	$15	$22	($7)
Inspection			
Base	$200	$532	($332)
Per Acre	$50	$66	($16)
Residential - Final Plats			
First Review			
Review			
Base	$200	$460	($260)
Per Lot	$5	$8	($3)
Second Review			
Review			
Base	$200	$199	$1
Third Review and Subsequent Reviews			
Review			
Base	$200	$199	$1
Recording Fee			
Review			
Base	$100	$136	($36)
Per Lot	$20	$45	($25)
Nonresidential - Condominium			
Engineering			
Review			
Base	$300	$328	($28)
Per Lot	$10	$45	($35)
Inspection			
Base	$400	$532	($132)
Per Acre	$100	$133	($33)
Erosion Control			
Review			
Base	$300	$920	($620)
Per Lot	$10	$22	($12)
Inspection			
Base	$200	$266	($66)
Per Acre	$50	$66	($16)
Nonresidential - Apartment			
Engineering			
Review			
Base	$300	$461	($161)
Per Lot	$10	$45	($35)
Inspection			
Base	$400	$665	($265)

Fee Name	Current Fee	Total Cost	Difference
Per Acre	$100	$133	($33)
Erosion Control			
Review			
Base	$300	$1,319	($1,019)
Per Lot	$10	$22	($12)
Inspection			
Base	$200	$266	($66)
Per Acre	$50	$66	($16)
Nonresidential - Commercial/Institutional			
Engineering			
Review			
Base	$300	$328	($28)
Inspection			
Base	$400	$665	($265)
Per Acre	$300	$133	$167
Erosion Control			
Review			
Base	$300	$1,319	($1,019)
Per Lot	$10	$22	($12)
Inspection			
Base	$200	$266	($66)
Per Acre	$50	$66	($16)
Nonresidential - Other Service Fees			
State Water Determination Fee			
Review	N/A	$133	N/A
Inspection	$200	$266	($66)
Arborist Tree Assessment Fee (Per Site Visit)			
Review	N/A	$263	N/A
Inspection	$150	$263	($113)
Dumpster Permit Fee			
Review	$50	$195	($145)
Inspection	$50	$133	($83)
Permit Extension (3 Months)	$300	$332	($32)
Land Development Revisions (After Permit Issuance)	$300	$719	($419)
Lot Division/Combination			
Review	$200	$532	($332)
Penalty for Site Activity Prior to Obtaining Permit Review	$300	$532	($232)
Stream Buffer Variance Application Fee-Existing Home			
Review	$100	$133	($33)
Inspection	$100	$532	($432)
Stream Buffer Variance Application Fee-New			
Review	$100	$266	($166)
Inspection	$200	$532	($332)
City Review			
Review	$300	$332	($32)

Most fees administered by Planning and Zoning under-recover. The largest deficit is in relation to a 'Special Administrative Permit' for a 'Sexually Oriented Business' at about $4,300. The next largest

under-recoveries are associated with the 'Directional Sign/Wayfinding Sign' fee ($4,000) and the base fees for 'Variances' (from $3,800 to $4,000).

Two fees currently over-recover the associated costs. The Development Fee for 'Nonresidential - Commercial/Institutional – Engineering Inspection Per Acre' has the largest overcharge at about $170.

City staff should review these results and consider adjusting fees to be in compliance with laws and regulations, as well as to allow for greater cost recovery.

COST RECOVERY CONSIDERATIONS

The following sections provide guidance regarding how and where to increase fees, determine annual update factors, and develop cost recovery policies and procedures.

FEE ADJUSTMENTS

This study has documented and outlined on a fee-by-fee basis where the City is under- and over-collecting for its fee-related services. City and Department management will now need to review the study results and adjust fees per Departmental and City philosophies and policies. The following points outline the major options the City has in adjusting its fees:

- **Over-Collection:** Upon review of the fees that were shown to be over-collecting for costs of services provided, the City should reduce the current fee to be in line with the full cost of providing the service.
- **Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the City may decide to increase the fee to full cost recovery immediately.
- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the City could choose to increase fees gradually over a set period.

The City will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are straightforward, the following subsections provide further detail on why and how the City should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

FULL COST RECOVERY

Based on the permit or review type, the City may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a Department's overall cost recovery level higher. Often, these minimal increases can provide necessary revenue to counterbalance fees that cannot be increased.

The City should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the City is recovering the full cost of its services.

PHASED INCREASES

Depending on current cost recovery levels, some current fees may need to be increased significantly to comply with established or proposed cost recovery policies. Due to the type of permit or review or the amount by which a fee needs to be increased, it may be best for the City to use a phased approach to reaching its cost recovery goals.

As an example, you may have a current fee of $200 with a full cost of $1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by $600, bringing the fee to $800, to comply with proposed recovery levels. Assuming this service is something the City provides quite often and affects various members of the community, an instant increase of $600 may not be feasible. Therefore, the City could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period not only allows the City to monitor and control the impact to applicants but also ensure that applicants have time to adjust to significant increases. Continuing with the example above, the City could increase the fee by $150 per year for the next four years, spreading out the increase. Depending on the desired overall increase and the impact to applicants, the City could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the City not phase increases for periods greater than five years, as that is the maximum window after which a comprehensive fee assessment should be completed.

ANNUAL ADJUSTMENTS

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general recommendation is that a comprehensive fee analysis should be conducted every five to seven years. This allows jurisdictions to ensure they account for organizational changes, such as staffing levels and merit increases, and process efficiencies, code or rule changes, or technology improvements. Developing annual update mechanisms allow jurisdictions to maintain current levels of cost recovery, while accounting for increases in staffing or expenditures related to permit services. The two most common types of update mechanisms are Consumer Price Index (CPI) and Cost of Living Adjustment (COLA) factors. The following points provide further detail on each of these mechanisms:

- **COLA / Personnel Cost Factor:** Jurisdictions often provide their staff with annual salary adjustments to account for increases in local cost of living. These increases are not tied to merit or seniority but rather meant to offset rising costs associated with housing, gas, and other livability factors. Sometimes these factors vary depending on the bargaining group of a specific employee. Generally, these factors are around two or three percent annually.
- **CPI / ECI Factor:** A common method of increasing fees or cost is to look at regional cost indicators, such as the Consumer Price Index or Employment Cost Index. These factors are calculated by the Bureau of Labor Statistics, are put out at various intervals within a year, and are specific to states and regions.

The City of Stonecrest should pick one of these factors to ensure that fees are increased in alignment with cost increases.

POLICIES AND PROCEDURES

This study has identified areas where the City is under-collecting the costs associated with providing services. This known funding gap is therefore being subsidized by other City revenue sources.

Development of cost recovery policies and procedures will ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery levels and discuss the benefits of developing target cost recovery goals and procedures for achieving and increasing cost recovery.

TYPICAL COST RECOVERY

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines cost recovery ranges by major service area.

TABLE 7: TYPICAL COST RECOVERY RANGES BY MAJOR SERVICE AREA

Service Areas	Typical Cost Recovery Ranges
Building	80-100%
Finance	50-80%
Parks & Recreation	70-90%
Planning & Zoning	50-80%

On average, Stonecrest's Building fees recover **65%** of their costs on a per-unit basis. This is below the typical cost recovery range seen in other jurisdictions. The average per-unit cost recovery for Finance is **66%**, which is within the typical cost recovery range. Parks and Recreation recovers **71%** of the costs of administering its fees, on average. This falls within the typical cost recovery range. Planning falls below the typical cost recovery range, recovering an average of **40%** of its costs on a per-fee basis.

DEVELOPMENT OF COST RECOVERY POLICIES AND PROCEDURES

The City should review the current cost recovery levels and adopt a formal policy regarding cost recovery. This policy can be general in nature and can apply broadly to the City as a whole or to each department and division specifically. A department-specific cost recovery policy would allow the City to better control the cost recovery associated with different types of services being provided and the community benefit received.

APPENDIX – COMPARATIVE SURVEY

As part of the Cost of Services (User Fee) study for the City of Stonecrest, Matrix Consulting Group conducted a comparative survey of user fees. The City identified five municipalities to be included in the comparative survey: Alpharetta, Brookhaven, Dunwoody, Marietta, and Smyrna. The project team then reviewed public documents (i.e., agenda items, staff reports, budgets, fee schedules, and ordinances) and/or contacted jurisdictions to get comparative information.

While this full report provides the City with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to benchmark themselves against other comparable jurisdictions to understand the local "rates" for comparable services. This type of comparative analysis allows for the City to assess what types of changes in fee levels their community can bear. However, benchmarking does not provide adequate information regarding the relationship of other jurisdictions' costs to their fees (i.e., policy decisions to subsidize, cost recovery goals, etc.). To contextualize this portion of the analysis, the project team provided economic and recency factors for the comparable jurisdictions.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the City.

ECONOMIC FACTORS

To provide additional context to the comparative survey information, the project team collected economic factors for the jurisdictions included. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. These factors can impact how and when fees are administered, as a jurisdiction with a smaller population may choose to not charge a fee, or a smaller workforce size may inhibit their ability to administer a fee.

The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

TABLE 8: RANKING OF JURISDICTIONS BY POPULATION

Jurisdiction	Population[7]
Dunwoody	51,795
Smyrna	57,177
Brookhaven	59,370
Stonecrest	**61,015**
Marietta	63,122
Alpharetta	67,275

[7] 2024 Census estimates were used for all jurisdictions.

TABLE 9: RANKING OF JURISDICTIONS BY CITYWIDE TOTAL BUDGET

Jurisdiction	FY2025 Budget[8]
Stonecrest	**$30,147,100**
Dunwoody	$70,533,717
Smyrna	$105,697,703
Brookhaven	$142,447,818
Alpharetta	$163,590,569
Marietta	$359,947,689

TABLE 10: RANKING OF JURISDICTIONS BY FTE

Jurisdiction	FY2025 Authorized FTE
Stonecrest	**102.00**
Dunwoody	127.50
Brookhaven	230.60
Alpharetta	473.50
Smyrna	480.49
Marietta	810.00

When compared to the surveyed jurisdictions, the City of Stonecrest has an average population size but the lowest budget and FTE count.

RECENCY FACTOR

While the above comparative information can provide some perspective when paralleling Stonecrest's fees with surveyed jurisdictions, other key factors to consider are when a jurisdiction's fee schedule was last updated and when the last comprehensive analysis was undertaken. It is important to note that even when jurisdictions have conducted recent fee studies, their fees are not always adopted at full cost recovery. The comparative results only show the adopted fee for the surveyed jurisdiction, not necessarily the full cost associated with the comparable service. The following tables detail when each surveyed jurisdiction last updated its fee schedule:

TABLE 11: LAST FEE SCHEDULE UPDATE

Jurisdiction	Response
Alpharetta	N/A[9]
Brookhaven	2023
Dunwoody	2024
Marietta	2024
Smyrna	2025

All the surveyed jurisdictions have published an updated fee schedule within the last two to three years. However, none of the surveyed jurisdictions have conducted a comprehensive fee study.

[8] To ensure appropriate comparisons, full operating budget (all funds) has been used for all jurisdictions.
[9] Alpharetta generally updates fees individually on an as-needed basis.

ADDITIONAL FACTORS

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- **Cost Recovery Factors:** Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services as various policy decisions may subsidize services.
- **Fee Variance Factors:** A fee with the same name may encompass different types of services or activities across jurisdictions. Variability may stem from differences in service delivery models (e.g., in-house vs. contracted), the scope of work included under the fee, and staffing configurations, all of which can influence how indirect and overhead costs are allocated.

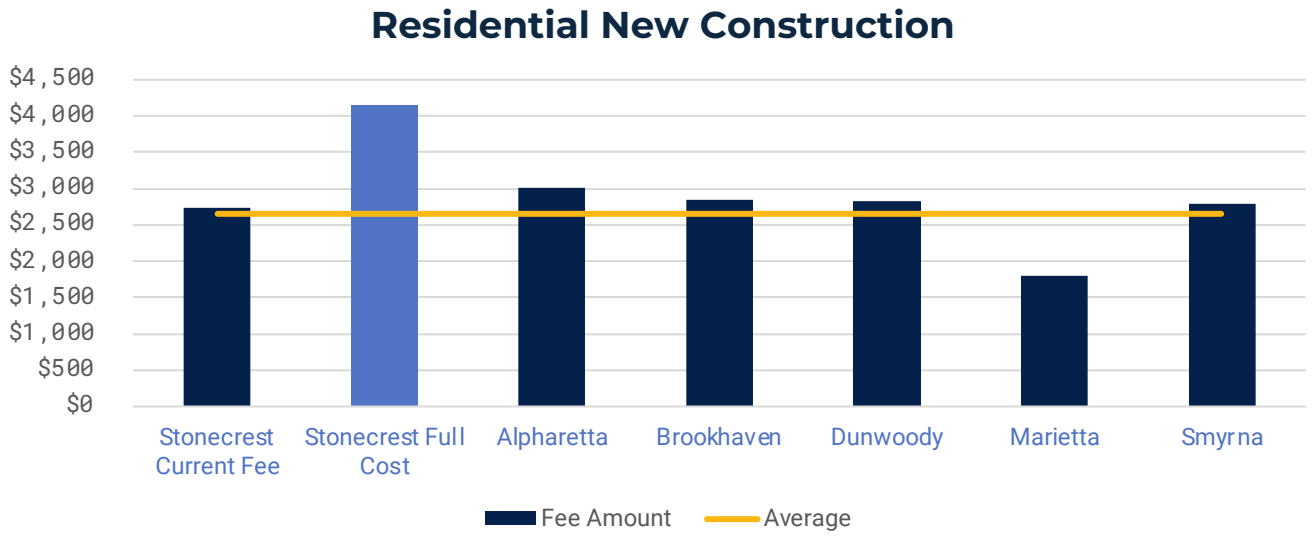
In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than the primary method for determining an acceptable price point for services.

COMPARATIVE SURVEY RESULTS

As part of this study, the project team conducted a survey of how the City's current user fees and calculated full cost compare to other identified jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the City versus the surveyed jurisdictions.

RESIDENTIAL NEW CONSTRUCTION

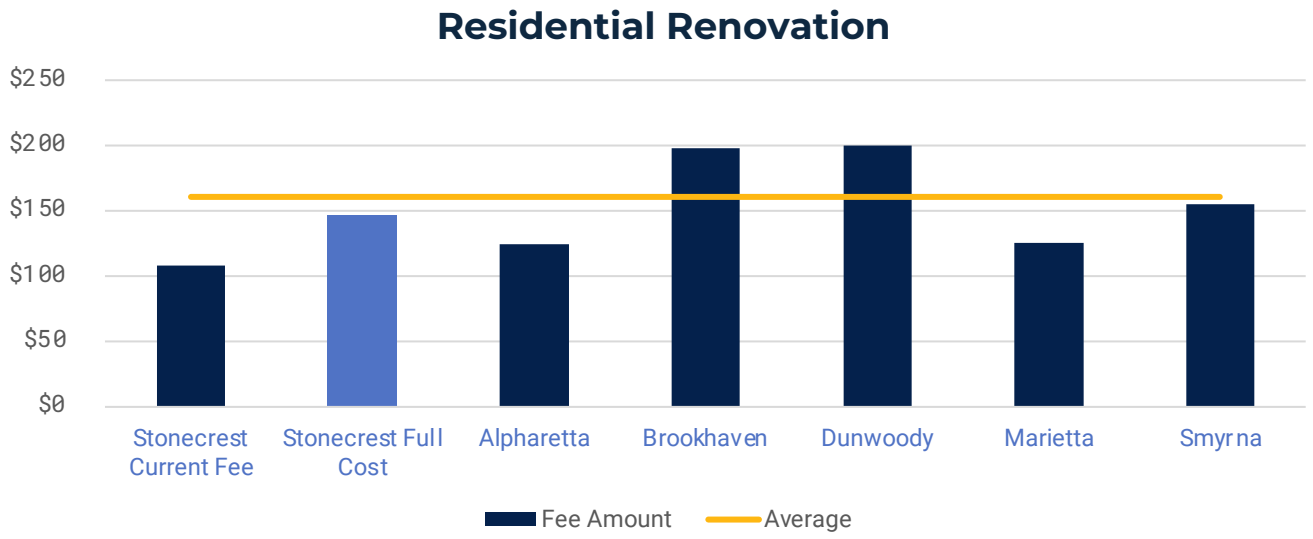
For a residential new construction project valued at $350,000, Building and Permitting currently charges a fee of $2,730, which includes both plan check and inspection costs. Through this study, the project team calculated the full cost of this service to be $4,143. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is near the jurisdictional average of $2,655 and is most similar to Smyrna's fee ($2,800). The City's full cost, however, falls significantly above average and is higher than any other surveyed municipality. Marietta has the lowest fee at $1,800, while Alpharetta has the highest at $3,008.

RESIDENTIAL RENOVATION

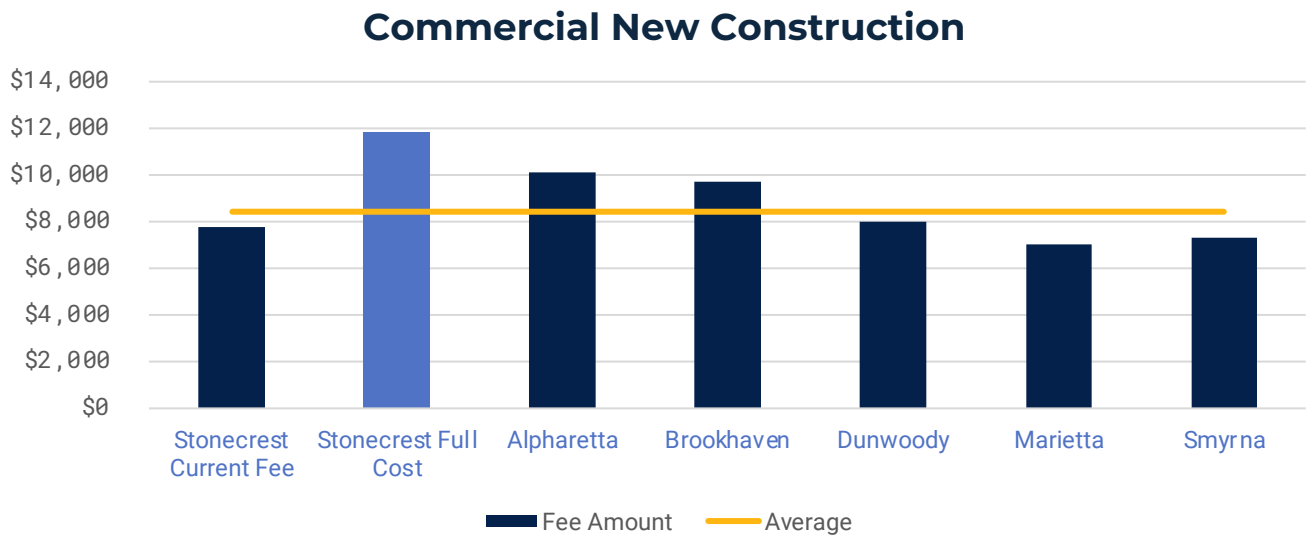
For a small residential renovation project valued at $15,000, Building and Permitting currently charges a fee of $108 for plan check and inspection. Through this study, the project team calculated the full cost of this service to be $146. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee and full cost are both below the jurisdictional average of $160. The City's current fee is most comparable to Alpharetta's fee of $124 and is the lowest fee among the surveyed jurisdictions. The City's full cost is most comparable to Smyrna's fee ($155).

COMMERCIAL NEW CONSTRUCTION

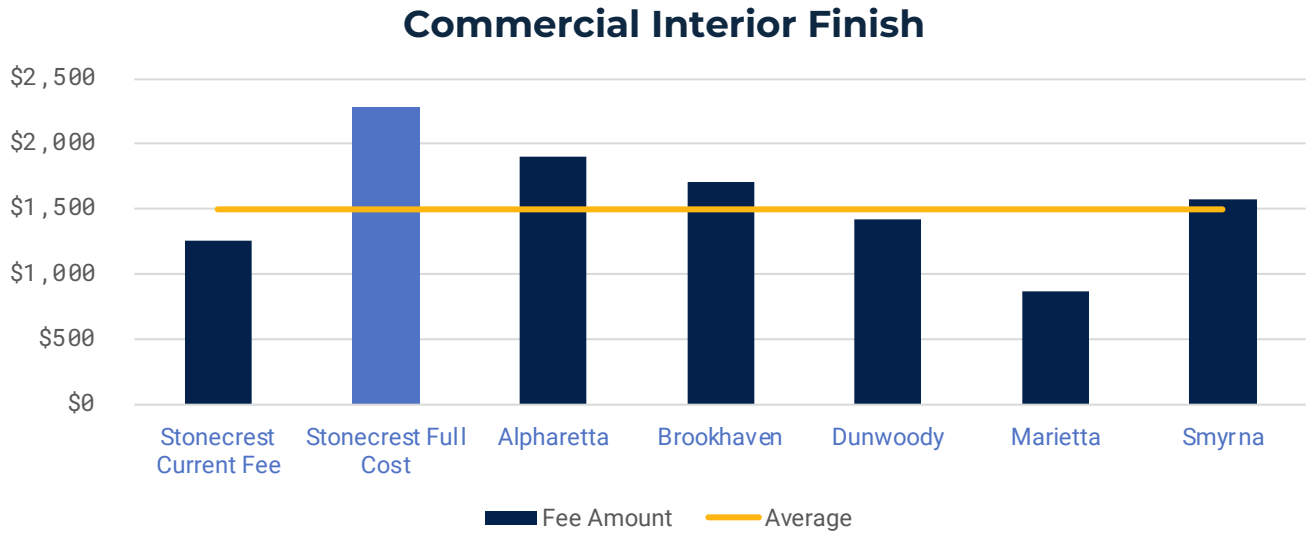
For a commercial new construction project valued at $1,000,000, Building and Permitting currently charges a fee of $7,800 for plan check and inspection. Through this study, the project team calculated the full cost of this service to be $11,837. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee falls below the jurisdictional average of $8,465; it is most similar to Dunwoody's fee ($8,025). The City's full cost, on the other hand, falls above average and is most comparable to Alpharetta's fee of $10,150, the highest among the surveyed jurisdictions. Marietta has the lowest fee at $7,050.

COMMERCIAL INTERIOR FINISH

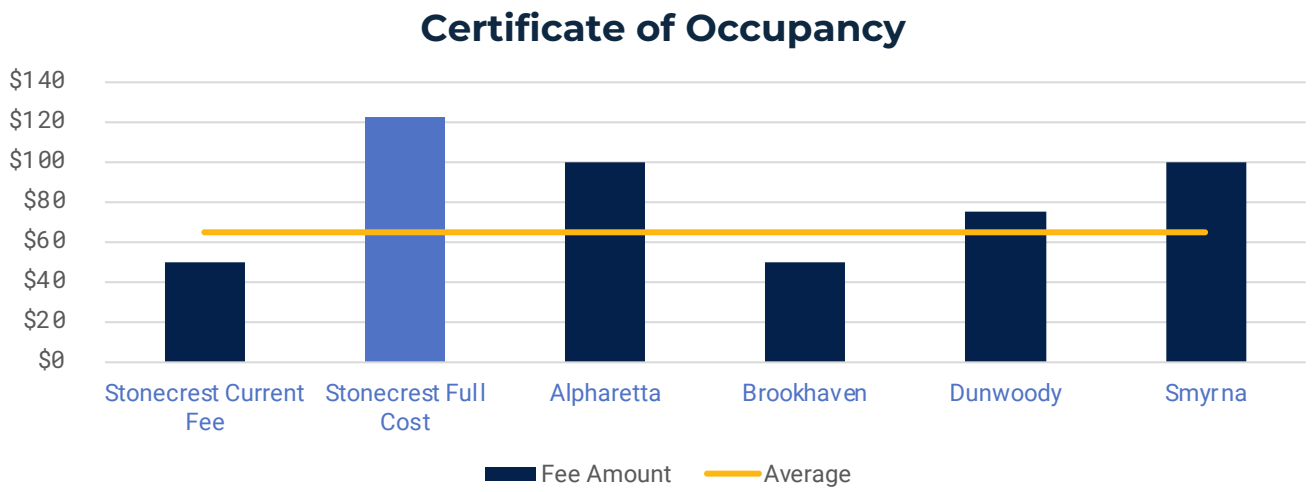
Building and Permitting currently charges a fee of $1,260 for plan check and inspection of a commercial interior finish project valued at $175,000. Through this study, the project team calculated the full cost of this service to be $2,285. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is below the jurisdictional average of $1,496 and is closest to Dunwoody's fee ($1,425). The City's full cost falls above average; it is higher than the fee of any surveyed jurisdiction but most similar to Alpharetta's fee of $1,900.

CERTIFICATE OF OCCUPANCY

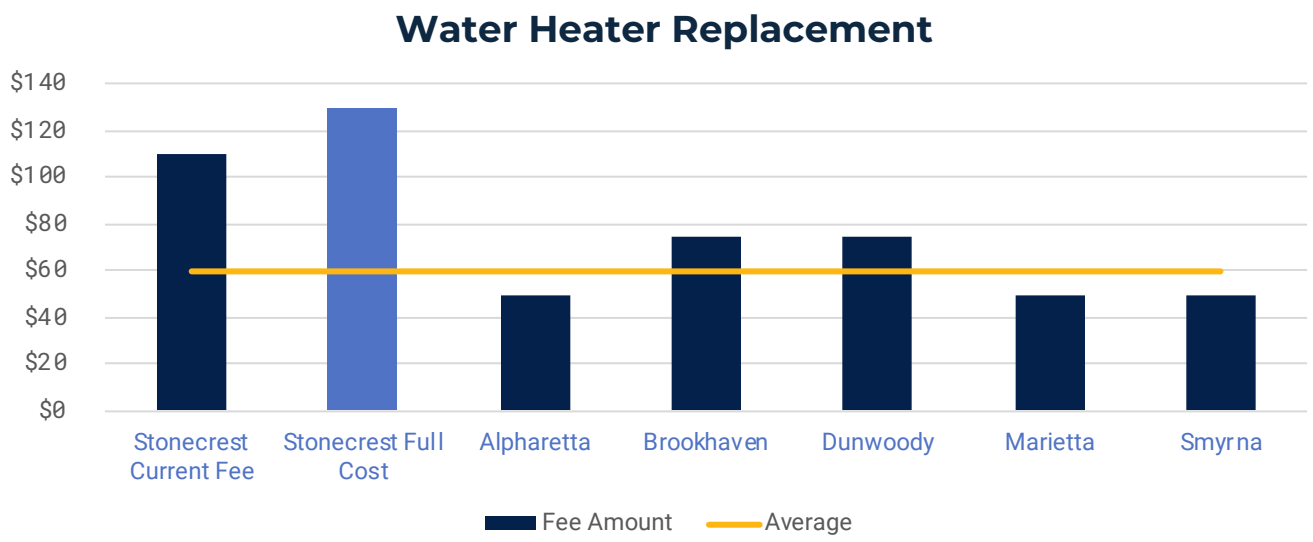
Building and Permitting currently charges a fee of $50 for a Certificate of Occupancy. Through this study, the project team calculated the full cost of this service to be $123. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



The City's current fee is below the jurisdictional average of $81; it is most comparable to Brookhaven's fee, which is also $50. Stonecrest's full cost falls above average and is closest to Alpharetta and Smyrna's fees ($100 each).

WATER HEATER REPLACEMENT

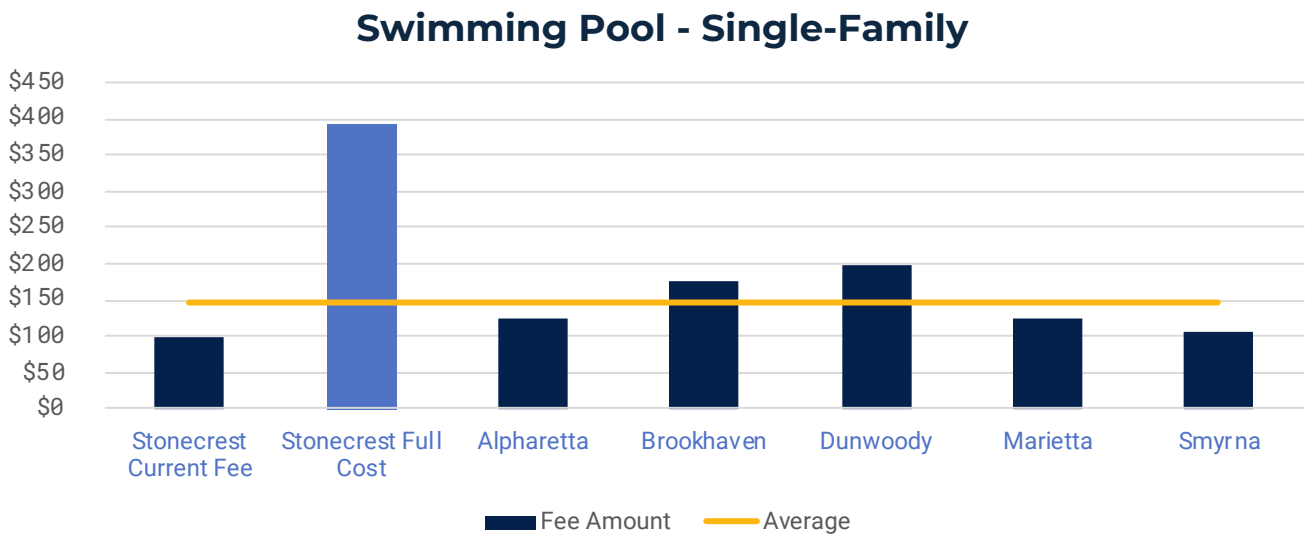
Building and Permitting currently charges a fee of $110 for the replacement of a water heater. Through this study, the project team calculated the full cost of this service to be $130. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Both Stonecrest's current fee and full cost are above the jurisdictional average of $60. The jurisdictions with the highest fees among the survey group are Brookhaven and Dunwoody at $75; all other jurisdictions charge $50 for this permit.

SWIMMING POOL – SINGLE-FAMILY

Building and Permitting currently charges a fee of $100 for a Single-Family Residential Swimming Pool permit. Through this study, the project team calculated the full cost of this service to be $394. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.[10]



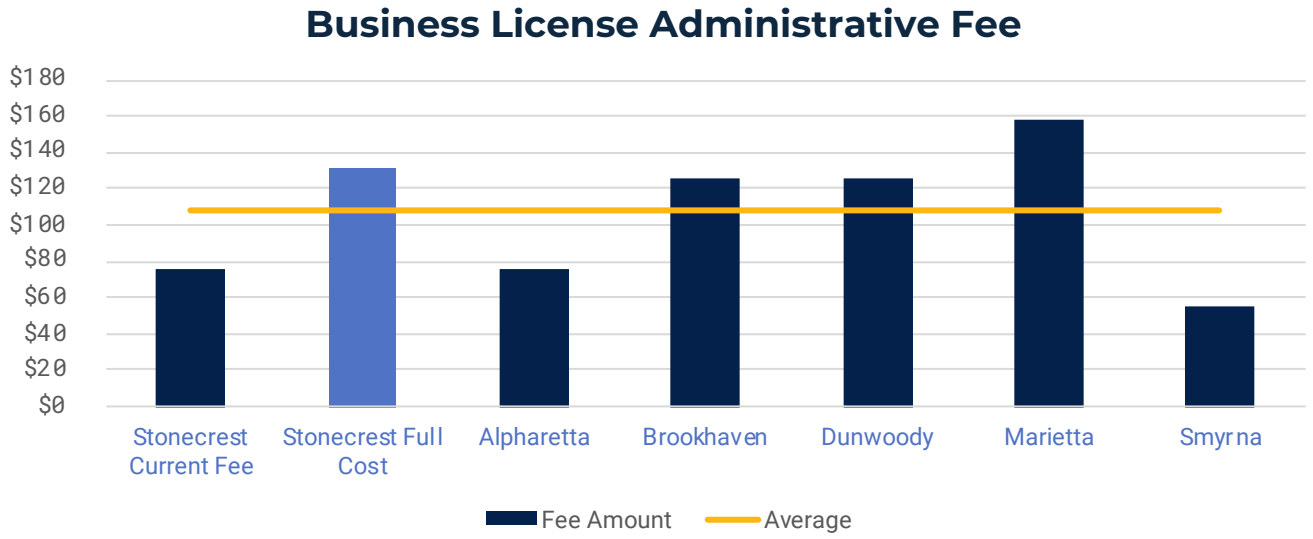
The City's current fee falls below the jurisdictional average of $146 and is most similar to Smyrna's fee of $105 (the lowest fee among the surveyed jurisdictions). Stonecrest's full cost falls above average,

[10] For those jurisdictions that do not have a separate Swimming Pool permit, a valuation of $15,000 was used.

though, and is well above the fee of any surveyed municipality. Among the localities included here, only Brookhaven has a separate Pool fee; the other cities charge this fee based on valuation.

BUSINESS LICENSE ADMINISTRATIVE FEE

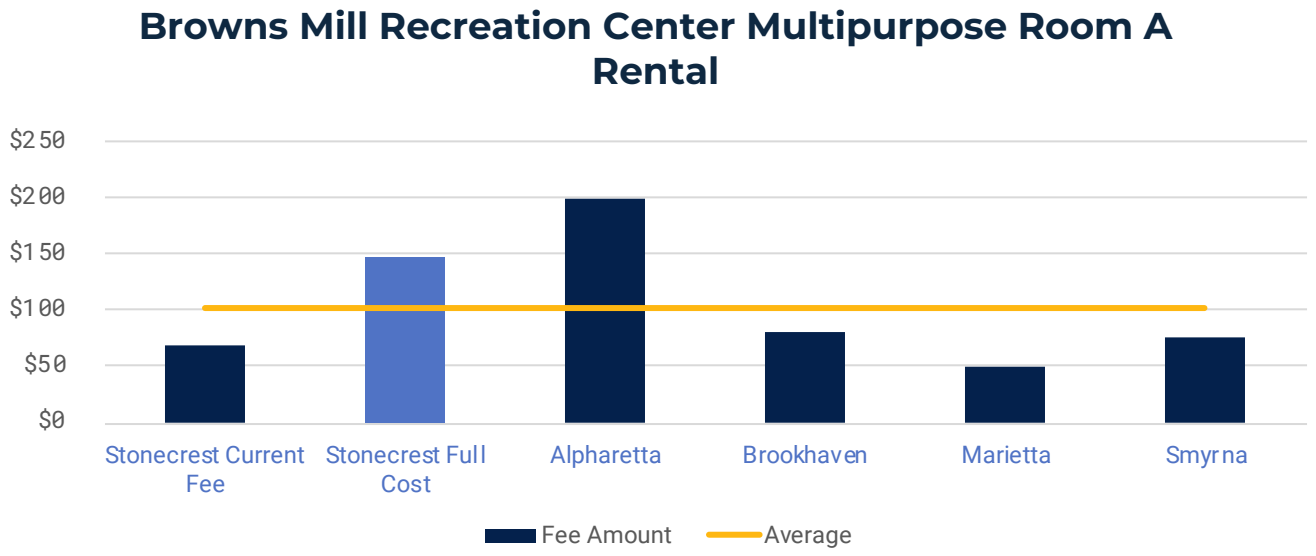
Finance currently charges a fee of $75 as an administrative fee associated with issuing Business Licenses. Through this study, the project team calculated the full cost of this service to be $131. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is below the jurisdictional average of $108; it is the same as Alpharetta's fee ($75) and higher than the lowest fee among the surveyed municipalities (Smyrna at $55). The City's full cost is above the jurisdictional average but lower than Marietta's fee of $158. Marietta charges both an Administrative Fee and a Processing Fee; both were considered together here to more directly compare to Stonecrest's singular fee.

BROWNS MILL RECREATION CENTER MULTIPUPOSE ROOM A RENTAL

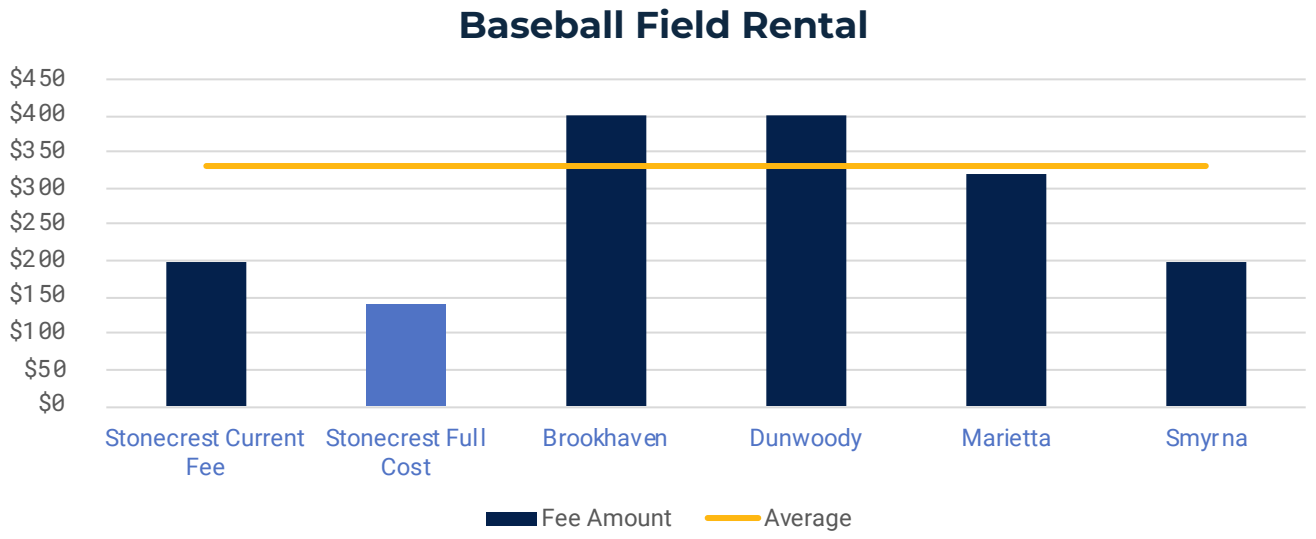
The Parks and Recreation Department currently charges a fee of $70 for a resident to rent Multipurpose Room A at the Browns Bill Recreation Center for two hours. Through this study, the project team calculated the full cost of this service to be $148. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



The City's current fee is below the jurisdictional average of $101 and most similar to Smyrna's fee of $75. Stonecrest's full cost falls above average but is less than Alpharetta's fee ($200). It is important to note that these comparisons do not take into account factors such as the newness or desirability of the facility, although the project team makes the scenarios as comparable as possible.

BASEBALL FIELD RENTAL

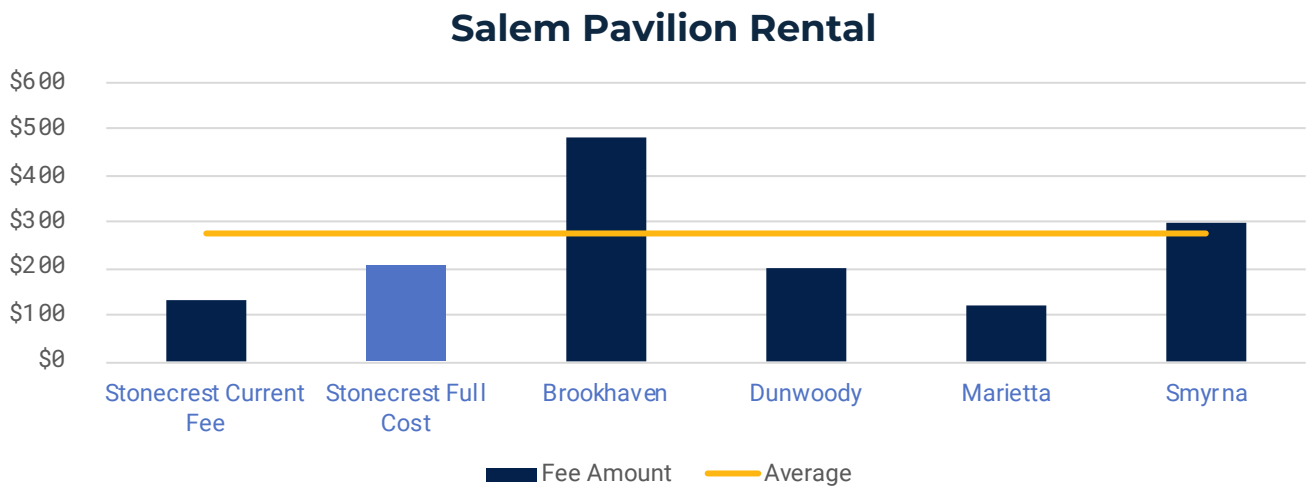
The Parks and Recreation Department currently charges a fee of $200 to rent a baseball field for an adult game for 4 hours. Through this study, the project team calculated the full cost of this service to be $140. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee and full cost both fall below the jurisdictional average of $330. Both fees are most comparable to Smyrna's fee ($200). Notably, it is common for rental fees to be set at market rate, which may be above the cost of making those fields available for rent.

SALEM PAVILION RENTAL

Parks and Recreation currently charges a fee of $135 to rent the Salem Park Pavilion for a full day. Through this study, the project team calculated the full cost of this service to be $204. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.[11]

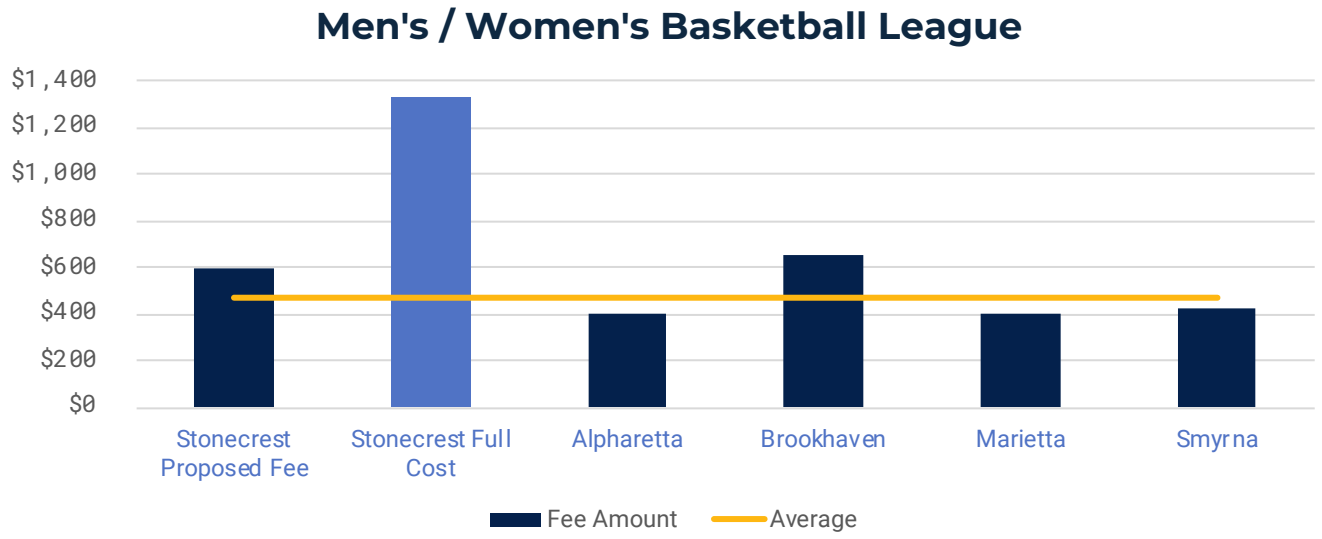


Stonecrest's current fee and full cost both fall below the jurisdictional average of $275. The City's current fee is most similar to Marietta's fee ($120), while the full cost is closest to Dunwoody's fee ($200). Alpharetta does not rent most of its pavilions and does not charge for those it does rent.

MEN'S / WOMEN'S BASKETBALL LEAGUE

Parks and Recreation has proposed charging a fee of $600 per team for a men's or women's basketball league. Through this study, the project team calculated the full cost of this service to be $1,322 per team. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.

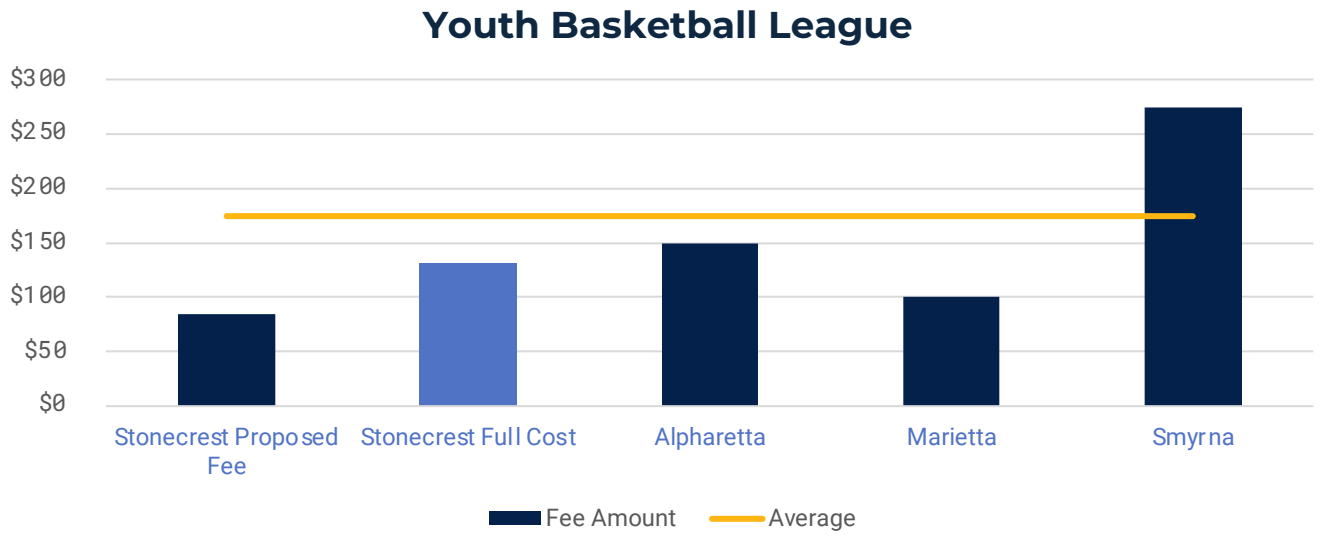
[11] For those jurisdictions that charge an hourly fee, a rental duration of 6 hours was used.



Stonecrest's proposed fee and full cost are both above the jurisdictional average of $468. The proposed fee is similar to Brookhaven's fee of $650, but the full cost is not comparable to any fee charged by the comparison jurisdictions. It is important to note that recreational activity fees are often subsidized below the full cost of providing the service.

YOUTH BASKETBALL LEAGUE

The Parks and Recreation Department has proposed charging a fee of $85 per DeKalb County resident for participation in a youth basketball league. Through this study, the project team calculated the full cost of this service to be $131. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.

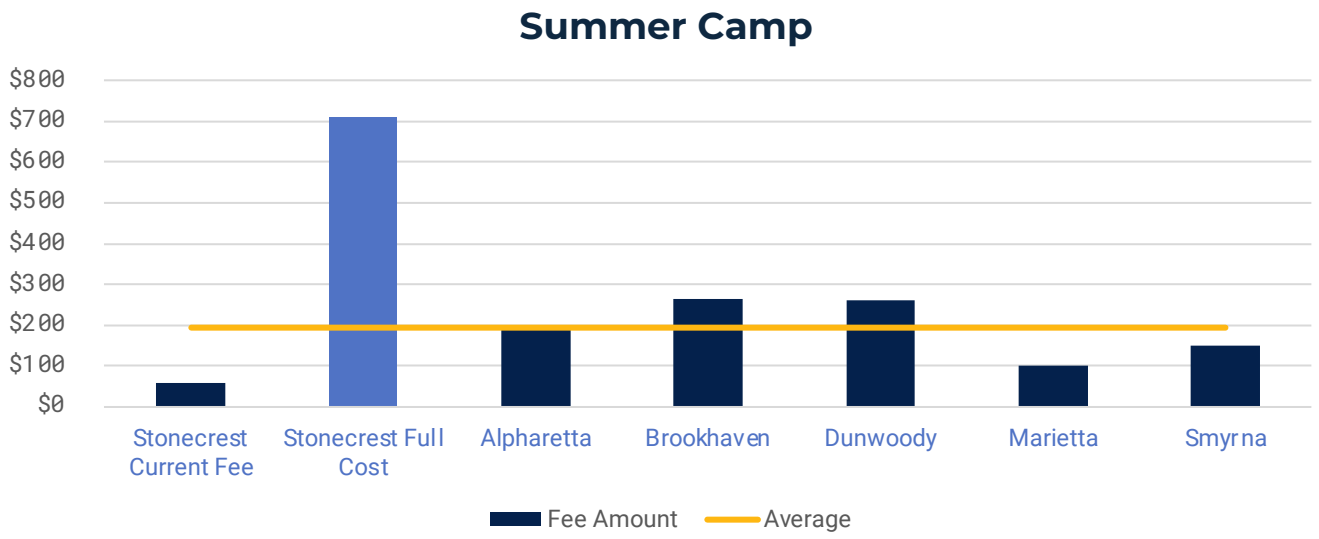


Stonecrest's current fee and full cost are both below the jurisdictional average of $175. The City's current fee is most comparable to Marietta's fee ($85) while the full cost is most similar to Alpharetta's fee

($150). Smyrna charges $275, but it is important to note that Smyrna only provides the facility for these leagues, which are run by a local non-profit rather than in-house staff.

SUMMER CAMP

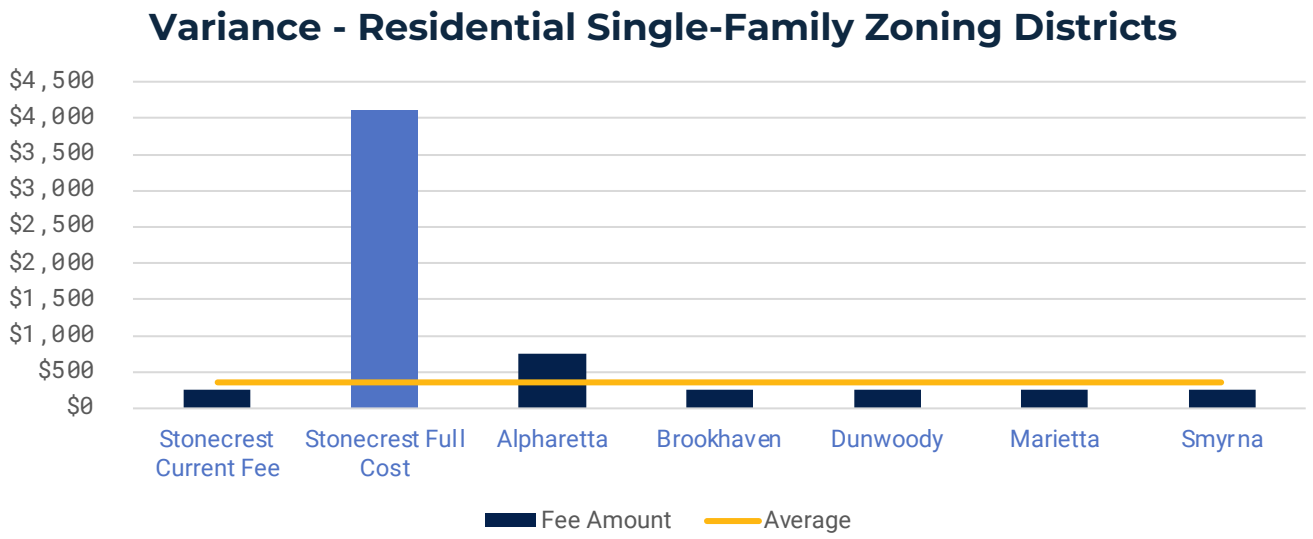
Parks and Recreation currently charges a fee of $60 per participant per week for summer camp. Through this study, the project team calculated the full cost of this service to be $710 per participant per week. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee falls below the jurisdictional average of $194 and is closest to Marietta's fee of $100. The full cost of providing summer camp, however, is well above average and is not comparable to the fee charged by any of the surveyed municipalities. Brookhaven has the highest fee at $265, followed closely by Dunwoody at $260. Brookhaven's summer camp is provided by the YMCA at Brookhaven facilities and is not provided by City staff. It is important to note that summer camp fees are often set well below full cost recovery due to the community benefit they provide.

VARIANCE – RESIDENTIAL SINGLE-FAMILY ZONING DISTRICTS

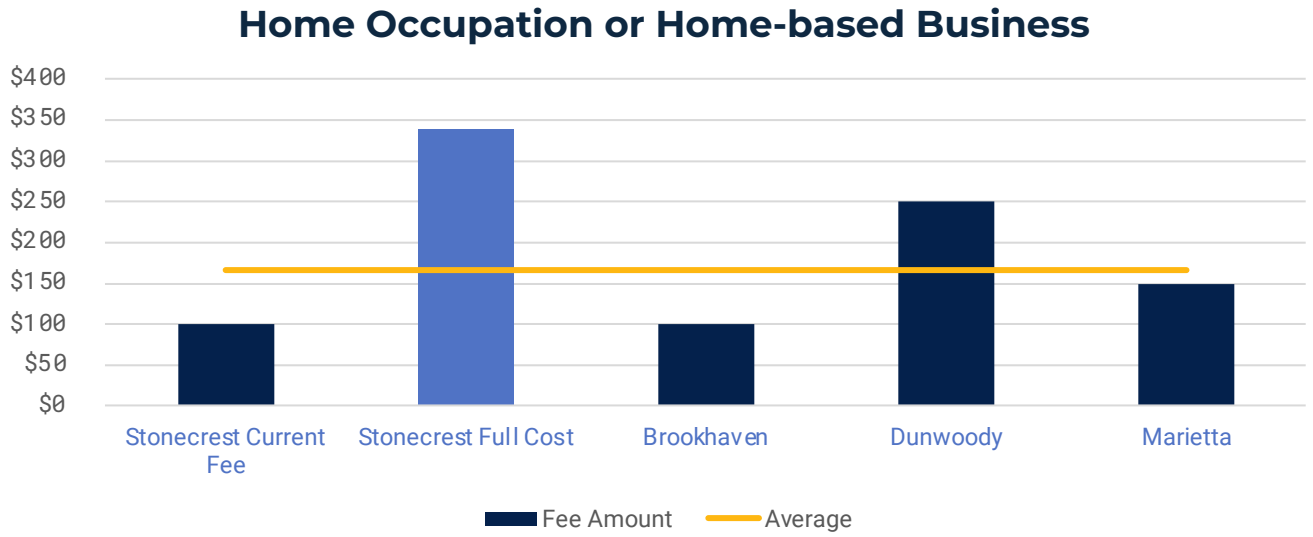
Planning and Zoning currently charges a fee of $250 for a variance in residential single-family zoning districts. Through this study, the project team calculated the full cost of this service to be $4,111. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is below the jurisdictional average of $350; the full cost is well above the fee charged by any other surveyed jurisdiction. Brookhaven, Dunwoody, Marietta, and Smyrna all charge the same fee as Stonecrest ($250). Alpharetta charges $750 for a variance but does not consider the type of zoning district when assessing their fee.

HOME OCCUPATION OR HOME-BASED BUSINESS

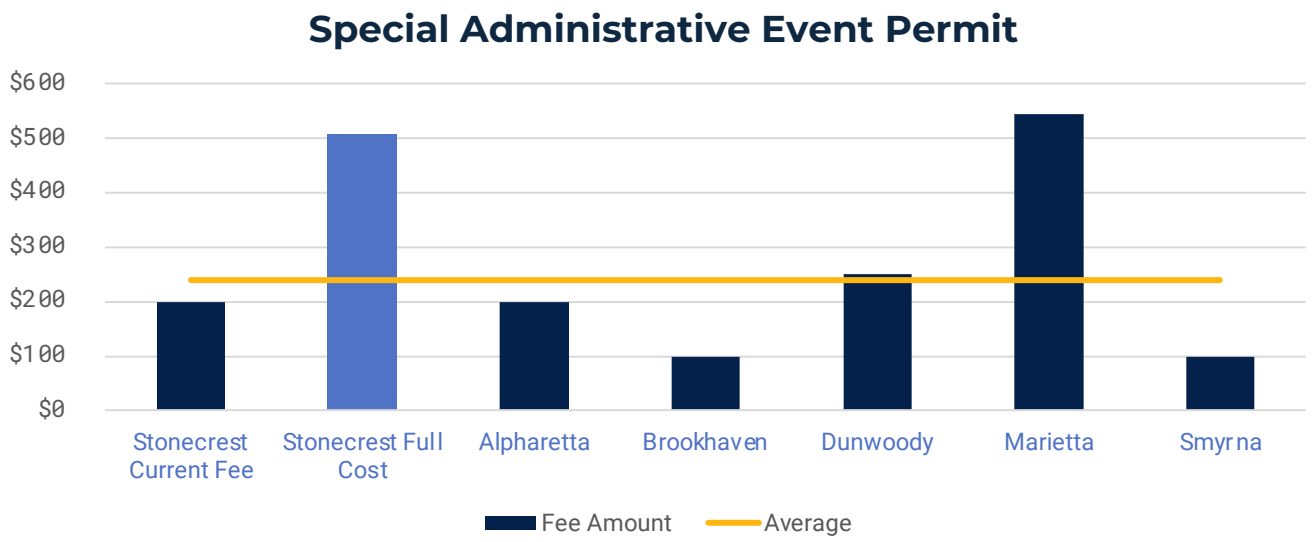
Planning and Zoning currently charges a fee of $100 for a Home Occupation or Home-based Business permit. Through this study, the project team calculated the full cost of this service to be $339. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee falls below the jurisdictional average of $167 and is the same as Brookhaven's fee ($100). The full cost is above average and is most comparable to Dunwoody's fee ($250).

SPECIAL ADMINISTRATIVE EVENT PERMIT

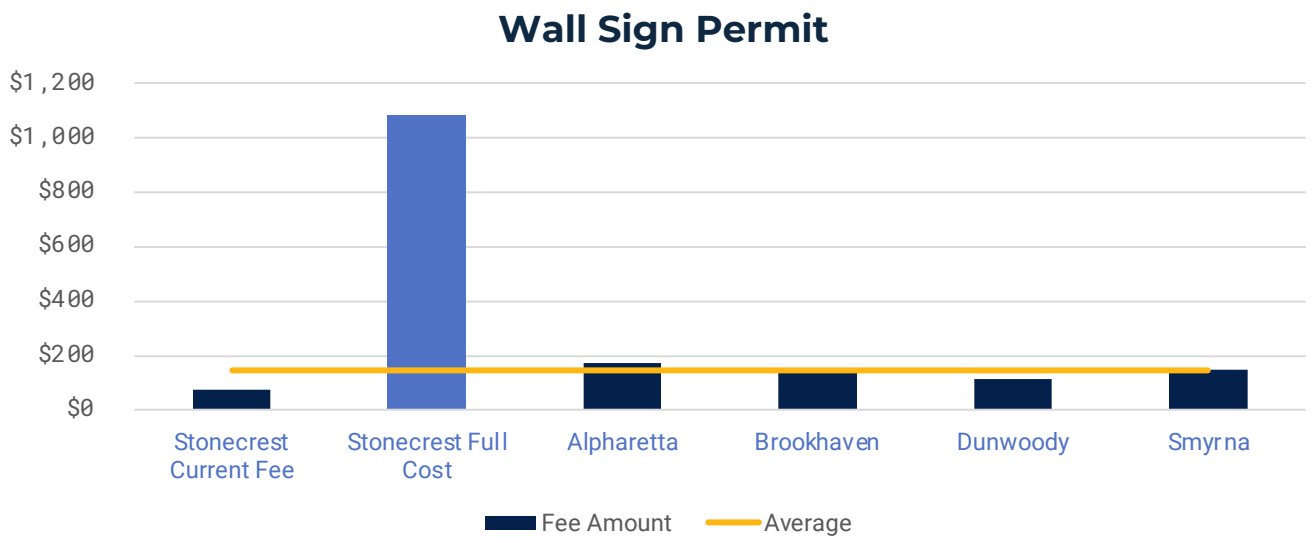
Planning and Zoning currently charges a fee of $200 for a Special Administrative Event Permit for events that are 5 days or less. Through this study, the project team calculated the full cost of this service to be $509. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is slightly below the jurisdictional average of $239 and matches Alpharetta's fee ($200). The City's full cost of providing this service is above average but similar to Marietta's fee ($545). Marietta's fee as presented here includes an application fee and one event day; a longer event would incur a larger fee.

WALL SIGN PERMIT

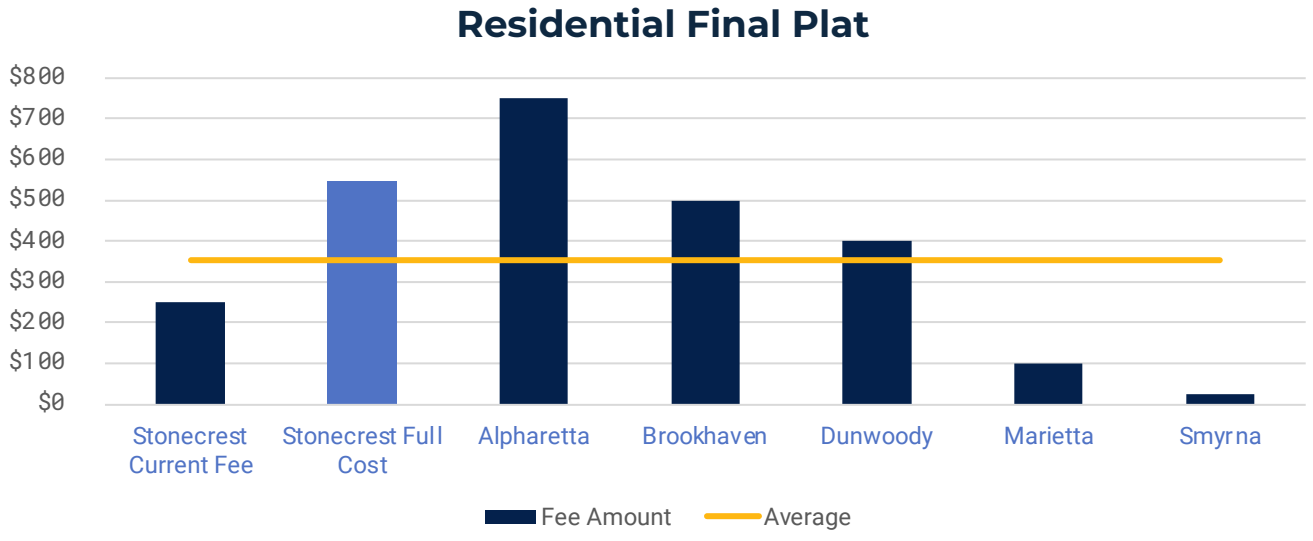
Planning and Zoning currently charges a fee of $75 for a Wall Sign Permit for signs that are between 50 and 100 square feet. Through this study, the project team calculated the full cost of this service to be $1,084. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee is below the jurisdictional average of $148; it is most similar to Dunwoody's fee of $115. The City's full cost is well above average and is not comparable to the fees charged by any of the surveyed jurisdictions. The highest fee among the surveyed municipalities is Alpharetta's fee at $175.

RESIDENTIAL FINAL PLAT

Planning and Zoning currently charges a fee of $250 for the first review of a Residential Final Plat with 10 lots. Through this study, the project team calculated the full cost of this service to be $549. The following graph shows how Stonecrest's current fee and full cost compare to the surveyed jurisdictions.



Stonecrest's current fee falls below the jurisdictional average of $355 and falls between Marietta's fee ($100) and Dunwoody's fee ($400). The City's full cost is above average but is comparable to Brookhaven's fee ($500) and below Alpharetta's fee ($750).

SUMMARY

Overall, Stonecrest generally has current fees that are lower than the fees of the other surveyed jurisdictions. Of the surveyed jurisdictions, Stonecrest's current fees are most comparable to Dunwoody's fees. At the same time, the City's full cost is generally above the fees charged by the surveyed jurisdictions and is most comparable to the fees charged by Alpharetta. It is important to note that the results of this survey only show the fees adopted by the respective councils, not the cost recovery policy decisions of departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.

Master Fee Schedule - City of Stonecrest

Fee Name	Unit	Current Fee	Total Cost	Consultant's Proposed Fee	Difference (Current vs. Proposed)	Fee Type	City's Proposed Fee	Phase Year 1 - 2026	Phase Year 2 - 2027
Building			1	1					
Building Permit Fee Schedule			1	1					
Base Permit Fee	Each	$ 175.00	$ 178.00	$ 178.00	$ 3.00	User Fee	$ 175.00	$ 175.00	$ 175.00
Technology Fee	% of Fee	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Plan Review Fee	% of Building Permit	$ 0.20	$ 0.40	$ 0.40	$ 0.20	User Fee			
Building Permit (New Construction)			1	1		1			
Building Permit Fee Schedule	Per Valuation	$ 0.01	$ 0.01	$ 0.01	$ 0.00	User Fee			
Interior Tenant Finish/Residential Remodel			1	1		1			
Minimum permit fee	Each	$ 175.00	$ 174.00	$ 174.00	$ (1.00)	User Fee			
Technology Fee added to each permit	Each	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Commercial Interior finish:	Per $1,000.00	$ 6.00	$ 9.33	$ 9.33	$ 3.33	User Fee	$ 9.00	$ 9.00	$ 9.00
Residential renovation/addition/repair	Per $1,000.00	$ 6.00	$ 6.97	$ 6.97	$ 0.97	User Fee	$ 6.00	$ 6.00	$ 6.00
Other Fees			1	1		1			
Certificate of Occupancy Fee/Letter of Completion Fee	Each	$ 50.00	$ 122.00	$ 122.00	$ 72.00	User Fee	$ 120.00	$ 73.33	$ 96.67
Temporary Certificate of Occupancy	Each	New	$ 182.00	$ 182.00		User Fee	$ 175.00	$ 175.00	$ 175.00
Plans Revision Fee			1	1	$ 1.00	1			
Residential Site Plan	Each	$ 25.00	$ 62.00	$ 62.00	$ 37.00	User Fee	$ 60.00	$ 36.67	$ 48.33
Other	Each	$ 50.00	$ 70.00	$ 70.00	$ 20.00	User Fee			
Resubmittal Fee - each resubmittal after [the] 2[nd], Temporary Certificate of Occupancy, nonresidential only	Each	$ 25.00	$ 62.00	$ 62.00	$ 37.00	User Fee	$ 60.00	$ 36.67	$ 48.33
Permit Extension - same owner	Each	$ 300.00	$ 317.00	$ 317.00	$ 17.00	User Fee	$ 300.00	$ 300.00	$ 300.00
Change of Contractor after permit issued	Each	$ 175.00	$ 188.00	$ 188.00	$ 13.00	User Fee	$ 180.00	$ 180.00	$ 180.00
Working without valid permit	Permit Fee	2x		2x		Penalty			
Permit Fee refunds after plan review completed	% of Total Fee	$ 0.50		$ 0.50	$ -	Other			
House moving permit	Each	$ 150.00	$ 169.00	$ 169.00	$ 19.00	User Fee	$ 170.00	$ 170.00	$ 170.00
Swimming Pool			1	1	$ 1.00	1			
Single-Family	Each	$ 100.00	$ 394.00	$ 394.00	$ 294.00	User Fee	$ 300.00	$ 166.67	$ 233.33
Commercial / Multi-Family:			1	1	$ 1.00	1			
Up to $16,000 value	Base	$ 100.00	$ 394.00	$ 394.00	$ 294.00	User Fee	$ 300.00	$ 166.67	$ 233.33
Per $1,000.00 value added	Per $1,000.00 value added	$ 6.50	$ 7.00	$ 7.00	$ 0.50	User Fee			
Demolition			1	1	$ 1.00	1			
Single-Family	Each	$ 100.00	$ 164.00	$ 164.00	$ 64.00	User Fee			
Commercial / Multi-Family			1	1	$ 1.00	1			
Up to $16,000 value	Base	$ 100.00	$ 164.00	$ 164.00	$ 64.00	User Fee			
Per $1,000.00 value added	Per $1,000.00 value added	$ 6.50	$ 7.00	$ 7.00	$ 0.50	User Fee			
Temporary Construction Trailer	Each	$ 100.00	$ 282.00	$ 282.00	$ 182.00	User Fee	$ 280.00	$ 160.00	$ 220.00
Temporary Structure	Each	$ 150.00	$ 282.00	$ 282.00	$ 132.00	User Fee	$ 280.00	$ 215.00	$ 280.00
Minimum Miscellaneous Fee	Each	$ 100.00	$ 99.00	$ 99.00	$ (1.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Commercial Grease Trap Processing	Each	$ 100.00	$ 49.00	$ 49.00	$ (51.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Irrigation system Processing	Each	$ 100.00	$ 49.00	$ 49.00	$ (51.00)	User Fee	$ 50.00	$ 50.00	$ 50.00
Refunds for after plans review completed	% of Fee	$ 0.50		$ 0.50	$ -	Other			
After hours inspection (min. 4 hours)	Per Hour	$ 50.00	$ 142.00	$ 142.00	$ 92.00	User Fee	$ 140.00	$ 80.00	$ 110.00
Reinspection Fees - Building and Trades			1	1		1			
Reinspection - first occurrence	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Reinspection - second occurrence	Each	$ 50.00	$ 80.00	$ 80.00	$ 30.00	User Fee			
Reinspection - third and others	Each	$ 100.00	$ 120.00	$ 120.00	$ 20.00	User Fee			
Plumbing Permits			1	1		1			
Base Permit Fee	Each	$ 100.00	$ 109.00	$ 109.00	$ 9.00	User Fee	$ 100.00	$ 100.00	$ 100.00
Technology Fee	Each	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Fee per plumbing fixture	Per Fixture	$ 5.00	$ 20.00	$ 20.00	$ 15.00	User Fee			
Fee per gas service added	Per Gas Service	$ 25.00	$ 20.00	$ 20.00	$ (5.00)	User Fee			
Other			1	1	$ 1.00	1			
Re-inspection fee - First	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Re-inspection fee - Second	Each	$ 50.00	$ 80.00	$ 80.00	$ 30.00	User Fee			
Re-inspection fee - Third and subsequent	Each	$ 100.00	$ 120.00	$ 120.00	$ 20.00	User Fee			
After hours inspection (min 4 hours)	Per Hour	$ 50.00	$ 142.00	$ 142.00	$ 92.00	User Fee	$ 140.00	$ 80.00	$ 110.00

Sewer service Application Processing	Per Unit	$ 30.00	$ 49.00	$ 49.00	$ 19.00	User Fee	$ 45.00	$ 45.00	$ 45.00
Water service Application Processing	Per Unit	$ 30.00	$ 49.00	$ 49.00	$ 19.00	User Fee	$ 45.00	$ 45.00	$ 45.00
HVAC Permits			1	1		1			
Base Permit Fee	Each	$ 100.00	$ 109.00	$ 109.00	$ 9.00	User Fee	$ 100.00	$ 100.00	$ 100.00
Technology Fee	Each	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Fee per heating appliance	Each	$ 35.00	$ 40.00	$ 40.00	$ 5.00	User Fee			
Fee per cooling appliance	Each	$ 35.00	$ 40.00	$ 40.00	$ 5.00	User Fee			
Fee per residential exhaust fan	Each	$ 15.00	$ 40.00	$ 40.00	$ 25.00	User Fee			
Fee per commercial exhaust fan	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Fee per gas service added	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Fee per commercial vent hood	Each	$ 80.00	$ 80.00	$ 80.00	$ -	User Fee			
Fee per residential vent hood	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Miscellaneous equipment	Each	$ 15.00	$ 40.00	$ 40.00	$ 25.00	User Fee			
Gas Service	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Gas Reconnect	Each	$ 50.00	$ 50.00	$ 50.00	$ -	User Fee			
Electrical Permits			1	1		1			
Base Permit Fee	Each	$ 100.00	$ 109.00	$ 109.00	$ 9.00	User Fee	$ 100.00	$ 100.00	$ 100.00
Technology Fee	Each	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Other			1	1	$ 1.00	1			
Re-inspection fee - First	Each	$ 25.00	$ 40.00	$ 40.00	$ 15.00	User Fee			
Re-inspection fee - Second	Each	$ 50.00	$ 80.00	$ 80.00	$ 30.00	User Fee			
Re-inspection fee - Third and subsequent	Each	$ 100.00	$ 120.00	$ 120.00	$ 20.00	User Fee			
After hours inspection (min 4 hours)	Per Hour	$ 50.00	$ 142.00	$ 142.00	$ 92.00	User Fee	$ 140.00	$ 80.00	$ 110.00
Temporary Service Pole	Each	$ 25.00	$ 30.00	$ 30.00	$ 5.00	User Fee			
Number of receptacles	Each	$ 2.00	$ 4.00	$ 4.00	$ 2.00	User Fee			
Number of Light Fixtures	Each	$ 2.00	$ 4.00	$ 4.00	$ 2.00	User Fee			
Service Panel between 30 amps and 125 amps	Each	$ 20.00	$ 30.00	$ 30.00	$ 10.00	User Fee			
Service Panel between 126 amps and 400 amps	Each	$ 30.00	$ 40.00	$ 40.00	$ 10.00	User Fee			
Service Panel 401 amps and above	Each	$ 40.00	$ 60.00	$ 60.00	$ 20.00	User Fee			
Number of appliances including furnace and air conditioning	Each	$ 5.00	$ 10.00	$ 10.00	$ 5.00	User Fee			
Swimming pool, spa, Jacuzzi	Each	$ 50.00	$ 60.00	$ 60.00	$ 10.00	User Fee			
Miscellaneous equipment	Each	$ 20.00	$ 30.00	$ 30.00	$ 10.00	User Fee			
Construction trailer	Each	$ 50.00	$ 60.00	$ 60.00	$ 10.00	User Fee			
Power reconnect	Base	$ 50.00	$ 60.00	$ 60.00	$ 10.00	User Fee			
Low Voltage			1	1	$ 1.00	1			
Commercial	Each	$ 50.00	$ 60.00	$ 60.00	$ 10.00	User Fee			
Planning and Zoning Fee Schedule			1	1		1			
Technology Fee (applies to each permit)	% of Fee	Modified	$ 0.06	$ 0.06		User Fee	$ 50.00	$ 50.00	$ 50.00
Permit Applications			1	1		1			
Variances			1	1	$ 1.00	1			
Residential Single-Family Zoning Districts			1	1	$ 1.00	1			
Base	Base	$ 250.00	$ 4,111.00	$ 4,111.00	$ 3,861.00	User Fee	$ 4,000.00	$ 785.71	$ 1,321.43
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	$ 50.00	$ 417.00	$ 417.00	$ 367.00	User Fee	$ 400.00	$ 108.33	$ 166.67
Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts, and Commercial Uses in Residential			1	1	$ 1.00	1			
Base	Base	$ 350.00	$ 4,359.00	$ 4,359.00	$ 4,009.00	User Fee	$ 4,300.00	$ 914.29	$ 1,478.57
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	$ 100.00	$ 417.00	$ 417.00	$ 317.00	User Fee	$ 400.00	$ 175.00	$ 250.00
All Signs			1	1	$ 1.00	1			
Base	Base	$ 350.00	$ 4,111.00	$ 4,111.00	$ 3,761.00	User Fee	$ 4,000.00	$ 871.43	$ 1,392.86
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	$ 100.00	$ 417.00	$ 417.00	$ 317.00	User Fee	$ 400.00	$ 175.00	$ 250.00
Sign Review	Per Sign	New	$ 208.00	$ 208.00		User Fee	$ 200.00	$ 200.00	$ 200.00
Zoning Certification Letter	Each	$ 50.00	$ 124.00	$ 124.00	$ 74.00	User Fee	$ 120.00	$ 73.33	$ 96.67
Minor Modification	Each	$ 250.00	$ 339.00	$ 339.00	$ 89.00	User Fee	$ 300.00	$ 300.00	$ 300.00
Major Modification	Each	$ 250.00	$ 3,117.00	$ 3,117.00	$ 2,867.00	User Fee	$ 3,100.00	$ 657.14	$ 1,064.29
Special Land Use Permit (SLUP)	Each	$ 400.00	$ 4,111.00	$ 4,111.00	$ 3,711.00	User Fee	$ 4,000.00	$ 1,000.00	$ 1,600.00
Swimming Pool	Each	$ 50.00	$ 339.00	$ 339.00	$ 289.00	User Fee	$ 300.00	$ 100.00	$ 150.00
GIS Maps >11 x 17	Each	$ 5.00		$ 5.00	$ -	User Fee			
Rezoning from any district/major modification			1	1		1			
RE District			1	1		1			
0 to 5 acres	Each	$ 500.00	$ 2,032.00	$ 2,032.00	$ 1,532.00	User Fee	$ 2,000.00	$ 875.00	$ 1,250.00
5+ to 10 acres	Each	$ 1,000.00	$ 3,196.00	$ 3,196.00	$ 2,196.00	User Fee	$ 3,000.00	$ 1,666.67	$ 2,333.33
10+ to 20 acres	Each	$ 1,500.00	$ 4,111.00	$ 4,111.00	$ 2,611.00	User Fee	$ 4,000.00	$ 2,333.33	$ 3,166.67
20+ to 100 acres	Each	$ 2,000.00	$ 4,506.00	$ 4,506.00	$ 2,506.00	User Fee	$ 4,000.00	$ 3,000.00	$ 4,000.00

100+ acres			1	1	$ 1.00	1			
Base	Base	$ 2,500.00	$ 4,506.00	$ 4,506.00	$ 2,006.00	User Fee	$ 4,500.00	$ 3,500.00	$ 4,500.00
Per acre for any portion thereof over 100 acres.	Each Add 'l Acre	$ 40.00	$ 62.00	$ 62.00	$ 22.00	User Fee	$ 60.00	$ 60.00	$ 60.00
RE District in an Overlay	Each	New	$ 4,359.00	$ 4,359.00		User Fee	$ 4,300.00	$ 4,300.00	$ 4,300.00
RLG, R-100, R-85, R-75, R- 60			1	1	$ 1.00	1			
0 to 5 acres	Each	$ 300.00	$ 2,032.00	$ 2,032.00	$ 1,732.00	User Fee	$ 2,000.00	$ 640.00	$ 980.00
5+ to 10 acres	Each	$ 700.00	$ 3,196.00	$ 3,196.00	$ 2,496.00	User Fee	$ 3,000.00	$ 1,275.00	$ 1,850.00
10+ to 20 acres	Each	$ 1,000.00	$ 4,111.00	$ 4,111.00	$ 3,111.00	User Fee	$ 4,000.00	$ 1,750.00	$ 2,500.00
20+ to 100 acres	Each	$ 1,500.00	$ 4,506.00	$ 4,506.00	$ 3,006.00	User Fee	$ 4,500.00	$ 2,500.00	$ 3,500.00
100+ acres			1	1	$ 1.00	1			
Base	Base	$ 2,500.00	$ 4,506.00	$ 4,506.00	$ 2,006.00	User Fee	$ 4,500.00	$ 3,500.00	$ 4,500.00
Per acre for any portion thereof over 100 acres.	Each Add 'l Acre	$ 40.00	$ 62.00	$ 62.00	$ 22.00	User Fee	$ 60.00	$ 60.00	$ 60.00
RLG, R-100, R-85, R-75, R- 60 in an Overlay	Each	New	$ 4,359.00	$ 4,359.00		User Fee	$ 4,300.00	$ 4,300.00	$ 4,300.00
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts			1	1	$ 1.00	1			
0 to 5 acres	Each	$ 500.00	$ 2,281.00	$ 2,281.00	$ 1,781.00	User Fee	$ 2,200.00	$ 925.00	$ 1,350.00
5+ to 10 acres	Each	$ 100.00	$ 3,568.00	$ 3,568.00	$ 3,468.00	User Fee	$ 3,500.00	$ 477.78	$ 855.56
10+ to 20 acres	Each	$ 1,500.00	$ 4,359.00	$ 4,359.00	$ 2,859.00	User Fee	$ 4,300.00	$ 2,433.33	$ 3,366.67
20+ to 100 acres	Each	$ 2,000.00	$ 5,127.00	$ 5,127.00	$ 3,127.00	User Fee	$ 5,000.00	$ 3,000.00	$ 4,000.00
100+ acres			1	1	$ 1.00	1			
Base	Base	$ 2,500.00	$ 5,127.00	$ 5,127.00	$ 2,627.00	User Fee	$ 5,000.00	$ 3,750.00	$ 5,000.00
Per acre for any portion thereof over 100 acres.	Each Add 'l Acre	$ 20.00	$ 93.00	$ 93.00	$ 73.00	User Fee	$ 90.00	$ 37.50	$ 55.00
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts in an Overla	Each	New	$ 4,607.00	$ 4,607.00		User Fee	$ 4,600.00	$ 4,600.00	$ 4,600.00
Public Notice			1	1		1			
All Land Use and Variance, and Administrative Appeal Petitions (except Administrative and Minor)			1	1	$ 1.00	1			
Signs	Per Sign	$ 80.00	$ 45.00	$ 45.00	$ (35.00)	User Fee			
Re-Posting Signs	Per Sign	New	$ 45.00	$ 45.00		User Fee			
Advertising (Public Notice)	Each	$ 50.00	$ 68.00	$ 68.00	$ 18.00	User Fee	$ 65.00	$ 65.00	$ 65.00
Special Administrative Permit			1	1		1			
Temporary outdoor events			1	1	$ 1.00	1			
Base	Base	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Per Day	Per Day	$ 10.00	$ 84.00	$ 84.00	$ 74.00	User Fee	$ 80.00	$ 21.67	$ 33.33
Temporary outdoor sales,seasonal	Base	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Temporary Outdoor Retail Sales			1	1	$ 1.00	1			
Base	Base	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Per Day	Per Day	$ 10.00	$ 84.00	$ 84.00	$ 74.00	User Fee	$ 80.00	$ 21.67	$ 33.33
Temporary or seasonal farmer's markets; Temporary produce stand	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Temporary Structure	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Urban Community Garden, over 5 acres	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Telecommunication	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Home Occupation or Home-based business	Each	$ 100.00	$ 339.00	$ 339.00	$ 239.00	User Fee	$ 330.00	$ 176.67	$ 253.33
Festival/Event (horseshow, music festival, etc.)			1	1	$ 1.00	1			
Base	Base	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Per Day	Per Day	$ 10.00	$ 84.00	$ 84.00	$ 74.00	User Fee	$ 80.00	$ 21.67	$ 33.33
Events, Outdoors Seasonal (Christmas tree, pumpkinseed)	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Roadside Vendor			1	1	$ 1.00	1			
Base	Base	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Per Day	Per Day	$ 10.00	$ 84.00	$ 84.00	$ 74.00	User Fee	$ 80.00	$ 21.67	$ 33.33
Roadside Produce Stand	Each	$ 50.00	$ 508.00	$ 508.00	$ 458.00	User Fee	$ 500.00	$ 125.00	$ 200.00
Sexually Oriented Business	Each	$ 50.00	$ 4,359.00	$ 4,359.00	$ 4,309.00	User Fee	$ 4,300.00	$ 436.36	$ 822.73
Special Administrative Event Permit			1	1	$ 1.00	1			
5 days or less	Each	$ 200.00	$ 508.00	$ 508.00	$ 308.00	User Fee	$ 500.00	$ 300.00	$ 400.00
14 days	Each	$ 300.00	$ 1,378.00	$ 1,378.00	$ 1,078.00	User Fee	$ 1,300.00	$ 550.00	$ 800.00
All Other Administrative Permits	Each	$ 25.00	$ 508.00	$ 508.00	$ 483.00	User Fee	$ 500.00	$ 84.38	$ 143.75
Sign Variances			1	1		1			
Sign Variances			1	1	$ 1.00	1			
Minor Modification	Each	$ 30.00	$ 339.00	$ 339.00	$ 309.00	User Fee	$ 330.00	$ 80.00	$ 130.00
Major Modification	Each	$ 250.00	$ 3,117.00	$ 3,117.00	$ 2,867.00	User Fee	$ 3,000.00	$ 642.86	$ 1,035.71
Sign Permit Fees			1	1		1			
Directional Sign/Wayfinding Signs	Each	$ 100.00	$ 4,111.00	$ 4,111.00	$ 4,011.00	User Fee	$ 4,000.00	$ 490.00	$ 880.00
Special Event Sign	Per Sign	$ 100.00	$ 84.00	$ 84.00	$ (16.00)	User Fee	$ 80.00	$ 80.00	$ 60.00
All other sign permits	Each	$ 100.00	$ 508.00	$ 508.00	$ 408.00	User Fee	$ 500.00	$ 200.00	$ 300.00
Banner	Each	$ 25.00	$ 508.00	$ 508.00	$ 483.00	User Fee	$ 500.00	$ 84.38	$ 143.75

Wall Signs			1	1	$ 1.00	1			
Under 50 square feet	Each	$ 50.00	$ 666.00	$ 666.00	$ 616.00	User Fee	$ 600.00	$ 128.57	$ 207.14
50 to 100 square feet	Each	$ 75.00	$ 1,084.00	$ 1,084.00	$ 1,009.00	User Fee	$ 1,000.00	$ 207.14	$ 339.29
Over 100 square feet	Each	$ 100.00	$ 1,378.00	$ 1,378.00	$ 1,278.00	User Fee	$ 1,300.00	$ 271.43	$ 442.86
Ground / Monumental Signs			1	1	$ 1.00	1			
Under 50 square feet	Each	$ 100.00	$ 666.00	$ 666.00	$ 566.00	User Fee	$ 600.00	$ 200.00	$ 300.00
50 to 100 square feet	Each	$ 150.00	$ 1,084.00	$ 1,084.00	$ 934.00	User Fee	$ 1,000.00	$ 320.00	$ 490.00
Over 100 square feet	Each	$ 200.00	$ 1,378.00	$ 1,378.00	$ 1,178.00	User Fee	$ 1,300.00	$ 420.00	$ 640.00
Land Development Fee Schedule			1	1		1			
Technology Fee	Each	Modified	$ 0.06	$ 0.06		User Fee			
Resubmittal Fee (each resubmittal after second)	% of Permit Fee	$ 0.25	1	$ 0.25	$ -	User Fee			
Clearing or Clearing and Grubbing or Grading Permit - Residential/Nonresidential			1	1	$ 1.00	1			
Review	Each	$ 300.00	$ 852.00	$ 852.00	$ 552.00	User Fee	$ 850.00	$ 483.33	$ 666.67
Inspection	Per Acre	$ 25.00	$ 532.00	$ 532.00	$ 507.00	User Fee	$ 530.00	$ 88.13	$ 151.25
Tree Removal Permit/Residential	Each	New	$ 80.00	$ 80.00		User Fee	$ 80.00	$ 80.00	$ 80.00
Development Permit			1	1		1			
Residential - Single Family			1	1		1			
Engineering (less than 2 Acres)			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 1,052.00	$ 1,052.00	$ 752.00	User Fee	$ 1,000.00	$ 533.33	$ 766.67
Per Lot	Per Lot	$ 15.00	$ 22.00	$ 22.00	$ 7.00	User Fee	$ 20.00	$ 20.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 532.00	$ 532.00	$ 332.00	User Fee	$ 530.00	$ 310.00	$ 420.00
Per Acre	Per Acre	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Erosion Control (less than 2 Acres)			1	1	$ 1.00	1			
Review	Each	$ 200.00	$ 1,052.00	$ 1,052.00	$ 852.00	User Fee	$ 1,000.00	$ 400.00	$ 600.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 100.00	$ 390.00	$ 390.00	$ 290.00	User Fee	$ 390.00	$ 172.50	$ 245.00
Per Acre	Per Acre	$ 50.00	$ 66.00	$ 66.00	$ 16.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Engineering (more than 2 Acres)			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 1,585.00	$ 1,585.00	$ 1,185.00	User Fee	$ 1,500.00	$ 675.00	$ 950.00
Per Lot	Per Lot	$ 15.00	$ 22.00	$ 22.00	$ 7.00	User Fee	$ 20.00	$ 20.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 1,065.00	$ 1,065.00	$ 665.00	User Fee	$ 1,000.00	$ 600.00	$ 800.00
Per Acre	Per Acre	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Erosion Control (more than 2 Acres)			1	1	$ 1.00	1			
Review	Each	$ 300.00	$ 1,585.00	$ 1,585.00	$ 1,285.00	User Fee	$ 1,500.00	$ 600.00	$ 900.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 656.00	$ 656.00	$ 456.00	User Fee	$ 650.00	$ 350.00	$ 500.00
Per Acre	Per Acre	$ 50.00	$ 133.00	$ 133.00	$ 83.00	User Fee	$ 130.00	$ 76.67	$ 103.33
As-Built Plans Review			1	1	$ 1.00	1			
Review	Each	$ -	$ 66.00	$ 66.00	$ 66.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Inspection	Each	$ -	$ 133.00	$ 133.00	$ 133.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Residential - Town Homes (Fee Simple)			1	1		1			
Engineering			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 390.00	$ 390.00	$ 90.00	User Fee			
Per Lot	Per Lot	$ 15.00	$ 22.00	$ 22.00	$ 7.00	User Fee	$ 20.00	$ 20.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 532.00	$ 532.00	$ 132.00	User Fee	$ 530.00	$ 530.00	$ 530.00
Per Acre	Per Acre	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Erosion Control			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 150.00	$ 920.00	$ 920.00	$ 770.00	User Fee			
Per Lot	Per Lot	$ 15.00	$ 22.00	$ 22.00	$ 7.00	User Fee	$ 20.00	$ 20.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 532.00	$ 532.00	$ 332.00	User Fee	$ 530.00	$ 310.00	$ 420.00
Per Acre	Per Acre	$ 50.00	$ 66.00	$ 66.00	$ 16.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Residential - Final Plats			1	1		1			
First Review			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			

Base	Base	$ 200.00	$ 460.00	$ 460.00	$ 260.00	User Fee			
Per Lot	Per Lot	$ 5.00	$ 8.00	$ 8.00	$ 3.00	User Fee			
Second Review			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Per Sheet	$ 200.00	$ 199.00	$ 199.00	$ (1.00)	User Fee	$ 200.00	$ 200.00	$ 200.00
Third Review and Subsequent Reviews			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Per Sheet	$ 200.00	$ 199.00	$ 199.00	$ (1.00)	User Fee	$ 200.00	$ 200.00	$ 200.00
Recording Fee			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 100.00	$ 136.00	$ 136.00	$ 36.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Per Lot	Per Lot	$ 20.00	$ 45.00	$ 45.00	$ 25.00	User Fee			
Nonresidential - Condominium			1	1		1			
Engineering			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 328.00	$ 328.00	$ 28.00	User Fee	$ 320.00	$ 320.00	$ 320.00
Per Lot	Per Lot	$ 10.00	$ 45.00	$ 45.00	$ 35.00	User Fee			
Inspection			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 532.00	$ 532.00	$ 132.00	User Fee	$ 530.00	$ 530.00	$ 530.00
Per Acre	Per Acre	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Erosion Control			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 920.00	$ 920.00	$ 620.00	User Fee			
Per Lot	Per Lot	$ 10.00	$ 22.00	$ 22.00	$ 12.00	User Fee	$ 20.00	$ 15.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 266.00	$ 266.00	$ 66.00	User Fee	$ 260.00	$ 260.00	$ 260.00
Per Acre	Per Acre	$ 50.00	$ 66.00	$ 66.00	$ 16.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Nonresidential - Apartment			1	1		1			
Engineering			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 461.00	$ 461.00	$ 161.00	User Fee	$ 460.00	$ 380.00	$ 460.00
Per Lot	Per Lot	$ 10.00	$ 45.00	$ 45.00	$ 35.00	User Fee			
Inspection			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 665.00	$ 665.00	$ 265.00	User Fee	$ 660.00	$ 530.00	$ 660.00
Per Acre	Per Acre	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Erosion Control			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 1,319.00	$ 1,319.00	$ 1,019.00	User Fee	$ 1,300.00	$ 550.00	$ 800.00
Per Lot	Per Lot	$ 10.00	$ 22.00	$ 22.00	$ 12.00	User Fee	$ 20.00	$ 15.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 266.00	$ 266.00	$ 66.00	User Fee	$ 260.00	$ 260.00	$ 260.00
Per Acre	Per Acre	$ 50.00	$ 66.00	$ 66.00	$ 16.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Nonresidential - Commercial/Institutional			1	1		1			
Engineering			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Per Acre	$ 300.00	$ 328.00	$ 328.00	$ 28.00	User Fee	$ 320.00	$ 320.00	$ 320.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 400.00	$ 665.00	$ 665.00	$ 265.00	User Fee	$ 660.00	$ 530.00	$ 660.00
Per Acre	Per Acre	$ 300.00	$ 133.00	$ 133.00	$ (167.00)	User Fee	$ 130.00	$ 130.00	$ (40.00)
Erosion Control			1	1	$ 1.00	1			
Review			1	1	$ 1.00	1			
Base	Base	$ 300.00	$ 1,319.00	$ 1,319.00	$ 1,019.00	User Fee	$ 1,300.00	$ 550.00	$ 800.00
Per Lot	Per Lot	$ 10.00	$ 22.00	$ 22.00	$ 12.00	User Fee	$ 20.00	$ 15.00	$ 20.00
Inspection			1	1	$ 1.00	1			
Base	Base	$ 200.00	$ 266.00	$ 266.00	$ 66.00	User Fee	$ 260.00	$ 260.00	$ 260.00
Per Acre	Per Acre	$ 50.00	$ 66.00	$ 66.00	$ 16.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Nonresidential - Other Service Fees			1	1		1			
State Water Determination Fee			1	1	$ 1.00	1			
Review	Each	N/A	$ 133.00	$ 133.00		User Fee	$ 130.00	$ 130.00	$ 130.00
Inspection	Each	$ 200.00	$ 266.00	$ 266.00	$ 66.00	User Fee	$ 260.00	$ 260.00	$ 260.00
Arborist Tree Assessment Fee (Per Site Visit)			1	1	$ 1.00	1			
Review	Each	N/A	$ 263.00	$ 263.00		User Fee	$ 260.00	$ 260.00	$ 260.00

Inspection (per developers request)	Per Inch	$ 150.00	$ 263.00	$ 263.00	$ 113.00	User Fee	$ 260.00	$ 205.00	$ 260.00
Illegal Tree Removal Fee - determined by Tree's DBH	Per Inch	$ 240.00		$ 100.00	$ (140.00)	Penalty			
Illegal Tree Removal Fine						1			
First Illegal Removal	Base	$ 500.00		$ 500.00	$ -	Penalty			
Each additional removal	Each additional removal	$ 1,000.00		$ 1,000.00	$ -	Penalty			
Clear cut 5 or more acres within LOD, TDU will double from 120 inches to 240 inches and calculated	Each				$ -	Penalty			
Dumpster Permit Fee			1	1	$ 1.00	1			
Review	Each	$ 50.00	$ 195.00	$ 195.00	$ 145.00	User Fee	$ 190.00	$ 85.00	$ 120.00
Inspection	Each	$ 50.00	$ 133.00	$ 133.00	$ 83.00	User Fee	$ 130.00	$ 76.67	$ 103.33
Permit Extension (3 Months)	Each	$ 300.00	$ 332.00	$ 332.00	$ 32.00	User Fee	$ 330.00	$ 330.00	$ 330.00
Land Development Revisions (After Permit Issuance)	Each	$ 300.00	$ 719.00	$ 719.00	$ 419.00	User Fee	$ 700.00	$ 433.33	$ 566.67
Lot Division/Combination			1	1	$ 1.00	1			
Review	Each	$ 200.00	$ 532.00	$ 532.00	$ 332.00	User Fee	$ 530.00	$ 310.00	$ 420.00
Penalty for Site Activity Prior to Obtaining Permit	Each	$ 300.00	$ 532.00	$ 532.00	$ 232.00	User Fee	$ 530.00	$ 415.00	$ 530.00
Stream Buffer Variance Application Fee-Existing Home			1	1	$ 1.00	1			
Review	Each	$ 100.00	$ 133.00	$ 133.00	$ 33.00	User Fee	$ 130.00	$ 130.00	$ 130.00
Inspection	Each	$ 100.00	$ 532.00	$ 532.00	$ 432.00	User Fee	$ 530.00	$ 186.00	$ 272.00
Stream Buffer Variance Application Fee-New			1	1	$ 1.00	1			
Review	Each	$ 100.00	$ 266.00	$ 266.00	$ 166.00	User Fee	$ 260.00	$ 153.33	$ 206.67
Inspection	Each	$ 200.00	$ 532.00	$ 532.00	$ 332.00	User Fee	$ 530.00	$ 310.00	$ 420.00
City Review			1	1	$ 1.00	1			
Review	Each	$ 300.00	$ 332.00	$ 332.00	$ 32.00	User Fee	$ 330.00	$ 330.00	$ 330.00
Finance			1	1					
Alcoholic Beverage E License			1	1					
Annual License			**1**						
Consumption on the Premises			1			1			
Wine	Each	$ 600.00		$ 600.00	$ -	Tax			
Malt Beverages	Each	$ 600.00		$ 600.00	$ -	Tax			
Wine/Malt Beverage	Each	$ 900.00		$ 900.00	$ -	Tax			
Distilled Spirits									
Distilled Spirits	Each	$ 400.00		$ 400.00	$ -	Tax			
Fixed	Each	$ 600.00		$ 600.00	$ -	Tax			
Movable	Each	$ 300.00		$ 300.00	$ -	Tax			
Sunday Sales									
General	Each	$ 1,100.00		$ 1,100.00	$ -	Tax			
Temporary	Each	$ 200.00		$ 200.00	$ -	Tax			
Ancillary Tasting License									
Wine	Each	$ 75.00		$ 75.00	$ -	Tax			
Malt Beverages	Each	$ 75.00		$ 75.00	$ -	Tax			
Employee Permit	Each	$ 35.00		$ 35.00	$ -	Tax			
Package									
Wine	Each	$ 600.00		$ 600.00	$ -	Tax			
Malt Beverage	Each	$ 600.00		$ 600.00	$ -	Tax			
Wine/Malt Beverage	Each	$ 900.00		$ 900.00	$ -	Tax			
Distilled Spirits	Each	$ 4,000.00		$ 4,000.00	$ -	Tax			
Wine/Malt Beverages/Distilled Spirits	Each	$ 3,800.00		$ 3,800.00	$ -	Tax			
Wine and Malt Beverage Tasting	Each	$ 75.00		$ 75.00	$ -	Tax			
Wholesale									
Wine	Each	$ 600.00		$ 600.00	$ -	Tax			
Malt Beverages	Each	$ 600.00		$ 600.00	$ -	Tax			
Distilled Spirits	Each	$ 4,000.00		$ 4,000.00	$ -	Tax			
Fraternal Organization									
Wine/Malt Beverages	Each	$ 500.00		$ 500.00	$ -	Tax			
Distilled Spirits	Each	$ 1,000.00		$ 1,000.00	$ -	Tax			
Patio Permit									
General	Each	$ 50.00		$ 50.00	$ -	Tax			
Administrative Fee			1			1			
Beer/Wine	Each	$ 100.00	$ 214.00	$ 214.00	$ 114.00	User Fee			
Liquor	Each	$ 200.00	$ 214.00	$ 214.00	$ 14.00	User Fee			
Business Licenses			1			1			
Optional flat rate for professionals.	Each	$ 400.00	1	$ 400.00	$ -	Tax			
Administrative Fee	Each	$ 75.00	$ 131.00	$ 131.00	$ 56.00	User Fee			

Minimum Receipts Tax	Each	$ 50.00		$ 50.00	$ -	Tax			
Business Tax of Gross Receipts over $20,000.00									
Class 1	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Class 2	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Class 3	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Class 4	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Class 5	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Class 6	Per Dollar of Gross Receipts	$ 0.00		$ 0.00	$ -	Tax			
Employee Fee									
Class 1	Per Employee	$ 4.00		$ 4.00	$ -	Tax			
Class 2	Per Employee	$ 6.00		$ 6.00	$ -	Tax			
Class 3	Per Employee	$ 8.00		$ 8.00	$ -	Tax			
Class 4	Per Employee	$ 10.00		$ 10.00	$ -	Tax			
Class 5	Per Employee	$ 12.00		$ 12.00	$ -	Tax			
Class 6	Per Employee	$ 14.00		$ 14.00	$ -	Tax			
Permit/License Type									
Carnival Permit	Each	$ 50.00		$ 50.00	$ -	Tax			
Escort or Dating Services Permit	Each	$ 300.00		$ 300.00	$ -	Tax			
Pawn Shop Permit	Each	$ 200.00		$ 200.00	$ -	Tax			
Precious Metal Dealer Annual Permit	Each	$ 300.00		$ 300.00	$ -	Tax			
Precious Metal Dealers Employee/Owner Permit	Each	$ 50.00		$ 50.00	$ -	Tax			
Sexually Oriented Business Employee License	Each	$ 200.00		$ 200.00	$ -	Tax			
Fingerprinting	Each	$ 5.00		$ 5.00	$ -	User Fee			
Business Licenses Background Investigations			1			1			
Escort of Dating Services License	Per Applicant	$ 1,000.00		$ 1,000.00	$ -	Tax			
Going-Out-Of-Business Sales License	Per Applicant	$ 35.00		$ 35.00	$ -	Tax			
Massage Therapy/Establishment License	Per Applicant	$ 50.00		$ 50.00	$ -	Tax			
Non-Consensual Towing License	Per Applicant	$ 50.00		$ 50.00	$ -	Tax			
Pawn Shop License	Per Applicant	$ 35.00		$ 35.00	$ -	Tax			
Pool Room Establishment License	Per Applicant	$ 100.00		$ 100.00	$ -	Tax			
Sexually Oriented Business License	Per Applicant	$ 50.00		$ 50.00	$ -	Tax			
Penalties						1			
Late Filing Fee Schedule						1			
Late filing fee between January 1st through January 31st	Each	$ 150.00		$ 150.00	$ -	Penalty			
Late filing fee between February 1st through February 28th	Each	$ 300.00		$ 300.00	$ -	Penalty			
Late filing fee between March 1st through April 30th	Each	$ 600.00		$ 600.00	$ -	Penalty			
Additional Penalty and Interest Fee Schedule						1			
One-time penalty on delinquent tax on or after May 1st	% of Amount Due	$ 0.10		$ 0.10	$ -	Penalty			
Interest on delinquent tax each month after	% of Amount Due	$ 0.02		$ 0.02	$ -	Penalty			
Evade Fee	Each	$ 500.00		$ 500.00	$ -	Penalty			
City Clerk's Office			1			1			
Open Record Requests			1			1			
Letter or legal sized documents	Per Page	$ 0.10		$ 0.10	$ -	User Fee			
Administrative Cost						1			
First 15 Minutes	Base	$ -		$ -	$ -	User Fee			
Per Hour	Per Hour	$ 24.03		$ 24.03	$ -	User Fee			
GIS Fee Schedule			1			1			
Maps			1			1			
8 x 11	Each	$ 1.00		$ 1.00	$ -	User Fee			
24 x 36	Each	$ 5.00		$ 5.00	$ -	User Fee			
Parks and Rec	1	1	1	1		1			
Browns Mill Recreation Center		1	1	1		1			
Multipurpose Room		1	1	1		1			
Event	Per Event	New	$ 289.00	$ 289.00		User Fee			
Meeting Deposit Refundable	Per Meeting	$ 100.00	$ 149.00	$ 149.00	$ 49.00	User Fee	$ 125.00	$ 125.00	$ 125.00
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour	$ 30.00	$ 90.00	$ 90.00	$ 60.00	User Fee	$ 45.00	$ 45.00	$ 45.00
Non-Resident	Per Hour	$ 45.00	$ 90.00	$ 90.00	$ 45.00	User Fee	$ 60.00	$ 60.00	$ 60.00
Non-Profit	Per Hour	New	$ 90.00	$ 90.00		User Fee	$ 65.00	$ 65.00	$ 65.00
Specialty Groups	Per Hour	New	$ 90.00	$ 90.00		User Fee	$ 75.00	$ 75.00	$ 75.00
Classroom		1	1	1	$ -	1			
Event	Per Event	New	$ 289.00	$ 289.00		User Fee			

Meeting Deposit Refundable	Per Meeting	$ 100.00	$ 149.00	$ 149.00	$ 49.00	User Fee	$ 125.00	$ 125.00	$ 125.00
Meeting	Per Meeting	$ 100.00	$ 59.00	$ 59.00	$ (41.00)	User Fee			
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour	$ 20.00	$ 74.00	$ 74.00	$ 54.00	User Fee	$ 35.00	$ 27.50	$ 35.00
Non-Resident	Per Hour	$ 30.00	$ 74.00	$ 74.00	$ 44.00	User Fee	$ 50.00	$ 40.00	$ 50.00
Non- Profit	Per Hour	New	$ 90.00	$ 90.00		User Fee	$ 55.00	$ 55.00	$ 55.00
Specialty Groups	Per Hour	$ 25.00	$ 74.00	$ 74.00	$ 49.00	User Fee	$ 70.00	$ 40.00	$ 55.00
Kitchen		1	1	1	$ -	1			
Event	Per Event	New	$ 289.00	$ 289.00		User Fee			
Meeting Deposit Refundable	Per Meeting	$ 100.00	$ 149.00	$ 149.00	$ 49.00	User Fee	$ 125.00	$ 125.00	$ 125.00
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour	$ 20.00	$ 90.00	$ 90.00	$ 70.00	User Fee	$ 35.00	$ 27.50	$ 35.00
Non-Resident	Per Hour	$ 30.00	$ 90.00	$ 90.00	$ 60.00	User Fee	$ 50.00	$ 40.00	$ 50.00
Non-Profit	Per Hour	New	$ 90.00	$ 90.00		User Fee	$ 55.00	$ 55.00	$ 55.00
Specialty Groups	Per Hour	New	$ 90.00	$ 90.00		User Fee	$ 70.00	$ 70.00	$ 70.00
Large Gymnasium -Current refundable deposit $100.00		1	1	1	$ -	1	$ 150.00	$ 150.00	$ 150.00
Athletic Events	Per Event	$ 250.00	$ 236.00	$ 236.00	$ (14.00)	User Fee			
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour	$ 80.00	$ 107.00	$ 107.00	$ 27.00	User Fee	$ 100.00	$ 100.00	$ 100.00
Non-Resident	Per Hour	$ 120.00	$ 107.00	$ 107.00	$ (13.00)	User Fee	$ 150.00	$ 150.00	$ 150.00
Non-Profit	Per Hour	New	$ 107.00	$ 107.00		User Fee	$ 85.00	$ 85.00	$ 85.00
Specialty Groups	Per Hour	New	$ 107.00	$ 107.00		User Fee	$ 175.00	$ 175.00	$ 175.00
Auxiliary Gymnasium- Current refundable deposit $100.00		1	1	1	$ -	1	$ 150.00	$ 150.00	$ 150.00
Athletic Events	Per Event	$ 250.00	$ 146.00	$ 146.00	$ (104.00)	User Fee			
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour	$ 50.00	$ 84.00	$ 84.00	$ 34.00	User Fee	$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Hour	$ 75.00	$ 84.00	$ 84.00	$ 9.00	User Fee	$ 95.00	$ 95.00	$ 95.00
Non-Profit	Per Hour	New	$ 84.00	$ 84.00		User Fee	$ 70.00	$ 70.00	$ 70.00
Specialty Groups	Per Hour	New	$ 84.00	$ 84.00		User Fee	$ 115.00	$ 115.00	$ 115.00
Entire Gymnasium (Based on 7.00 hours) Deposit Attached		New		1			$ 300.00	$ 300.00	$ 300.00
Athletic Events	Per Event	$ 250.00	$ 339.00	$ 339.00	$ 89.00	User Fee			
All Other Rentals:		1	1	1	$ -	1			
Athletic Events	Per Event	$ 250.00	$ 339.00	$ 339.00	$ 89.00	User Fee			
All Other Rentals:		1	1	1	$ -	1			
Resident	Per Hour (Based on 7.00hrs)	New	$ 132.00	$ 132.00		User Fee	$ 750.00	$ 750.00	$ 750.00
Non-Resident	Per Hour (Based on 7.00hrs)	new	$ 132.00	$ 132.00		User Fee	$ 1,025.00	$ 1,025.00	$ 1,025.00
Non-Profit	Per Hour (Based on 7.00hrs)	New	$ 132.00	$ 132.00		User Fee	$ 755.00	$ 755.00	$ 755.00
Specialty Groups	Per Hour (Based on 7.00hrs)	New	$ 132.00	$ 132.00		User Fee	$ 1,035.00	$ 1,035.00	$ 1,035.00
Opening Facility Fee	Flat	$ 100.00	$ 85.00	$ 85.00	$ (15.00)	User Fee	$ 150.00	$ 150.00	$ 150.00
Athletic Field Rentals		1	1	1		1			
Browns Mil Park		1	1	1		1			
Practice Only		1	1	1		1			
Resident	Per Hour	$ 10.00	$ 35.00	$ 35.00	$ 25.00	User Fee	$ 30.00	$ 16.67	$ 23.33
Non-Resident	Per Hour	$ 20.00	$ 35.00	$ 35.00	$ 15.00	User Fee	$ 50.00	$ 30.00	$ 40.00
Game time only-non lighted 1-4hrs		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 40.00			$ (40.00)	User Fee	$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Hour	$ 80.00			$ (80.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Game time only-non lighted 4.01-6hrs		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 80.00			$ (80.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Non-Resident	Per Hour	$ 100.00			$ (100.00)	User Fee	$ 120.00	$ 120.00	$ 120.00
Game time only-non lighted 6.01 + hrs.		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 120.00			$ (120.00)	User Fee	$ 140.00	$ 140.00	$ 140.00
Non-Resident	Per Hour	$ 140.00			$ (140.00)	User Fee	$ 160.00	$ 160.00	$ 160.00
Lighted Fields						User Fee			
Resident	Per Field	$ 25.00	$ 85.00	$ 85.00	$ 60.00	User Fee	$ 50.00	$ 37.50	$ 50.00
Non-Resident	Per Field	$ 50.00	$ 85.00	$ 85.00	$ 35.00	User Fee	$ 75.00	$ 75.00	$ 75.00
Entire BM Park 1-4 hrs.		1	1	1		1			

Deposit	Per Field	$ -				User Fee	$ -	$ -	$ -
Resident	Per Field	$ 320.00			$ (320.00)	User Fee	$ 365.00	$ 365.00	$ 365.00
Non-Resident	Per Field	$ 640.00			$ (640.00)	User Fee	$ 685.00	$ 685.00	$ 685.00
Entire BM Park 4.01-6 hrs.		1	1	1		1			
Deposit	Per Field	$ -				User Fee	$ -	$ -	$ -
Resident	Per Field	$ 640.00			$ (640.00)	User Fee	$ 685.00	$ 685.00	$ 685.00
Non-Resident	Per Field	$ 800.00			$ (800.00)	User Fee	$ 845.00	$ 845.00	$ 845.00
Entire BM Park over 6 hrs.		1	1	1		1			
Deposit	Per Field	$ 200.00				User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Field	$ 1,560.00			$ (1,560.00)	User Fee	$ 1,605.00	$ 1,605.00	$ 1,605.00
Non-Resident	Per Field	$ 1,820.00			$ (1,820.00)	User Fee	$ 1,865.00	$ 1,865.00	$ 1,865.00
Lights	Each	$ 25.00	$ 85.00	$ 85.00	$ 60.00	User Fee	$ 50.00	$ 37.50	$ 50.00
Field Prep	Per Field	$ 75.00	$ 168.00	$ 100.00	$ 25.00	User Fee	$ 105.00	$ 105.00	$ 105.00
Cleaning / Trash Removal	Each	New	$ 126.00	$ 126.00		User Fee	$ 125.00	$ 125.00	$ 125.00
Concession Stand (Based on 7 hours)	Per Hour	New				User Fee	$ 300.00	$ 300.00	$ 300.00
Southeast Athletic Complex		1	1	1		1			
Practice Only		1	1	1		1			
Resident	Per Hour	$ 10.00	$ 35.00	$ 35.00	$ 25.00	User Fee	$ 30.00	$ 16.67	$ 23.33
Non-Resident	Per Hour	$ 20.00	$ 35.00	$ 35.00	$ 15.00	User Fee	$ 50.00	$ 30.00	$ 40.00
Game time only-non lighted 1-4hrs		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 40.00			$ (40.00)	User Fee	$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Hour	$ 80.00			$ (80.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Game time only-non lighted 4.01-6hrs		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 80.00			$ (80.00)	User Fee	$ 100.00	$ 100.00	$ 100.00
Non-Resident	Per Hour	$ 100.00			$ (100.00)	User Fee	$ 120.00	$ 120.00	$ 120.00
Game time only-non lighted 6.01 + hrs.		1	1	1		1			
Deposit	Per Field	$ 200.00	$ 350.00	$ 350.00	$ 150.00	User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Hour	$ 120.00			$ (120.00)	User Fee	$ 140.00	$ 140.00	$ 140.00
Non-Resident	Per Hour	$ 140.00			$ (140.00)	User Fee	$ 160.00	$ 160.00	$ 160.00
Lighted Fields						User Fee			
Resident	Per Field	$ 25.00	$ 85.00	$ 85.00	$ 60.00	User Fee	$ 50.00	$ 37.50	$ 50.00
Non-Resident	Per Field	$ 50.00	$ 85.00	$ 85.00	$ 35.00	User Fee	$ 75.00	$ 75.00	$ 75.00
Entire SE Park 1-4 hrs.		1	1	1		1			
Deposit	Per Field	$ -				User Fee	$ -	$ -	$ -
Resident	Per Field	$ 520.00			$ (520.00)	User Fee	$ 565.00	$ 565.00	$ 565.00
Non-Resident	Per Field	$ 1,040.00			$ (1,040.00)	User Fee	$ 1,085.00	$ 1,085.00	$ 1,085.00
Entire SE Park 4.01-6 hrs.		1	1	1		1			
Deposit	Per Field	$ -				User Fee	$ -	$ -	$ -
Resident	Per Field	$ 1,040.00			$ (1,040.00)	User Fee	$ 1,085.00	$ 1,085.00	$ 1,085.00
Non-Resident	Per Field	$ 1,300.00			$ (1,300.00)	User Fee	$ 1,345.00	$ 1,345.00	$ 1,345.00
Entire SE Park over 6 hrs.		1	1	1		1			
Deposit	Per Field	$ 200.00				User Fee	$ 250.00	$ 250.00	$ 250.00
Resident	Per Field	$ 1,560.00			$ (1,560.00)	User Fee	$ 1,605.00	$ 1,605.00	$ 1,605.00
Non-Resident	Per Field	$ 1,820.00			$ (1,820.00)	User Fee	$ 1,865.00	$ 1,865.00	$ 1,865.00
Lights	Each	$ 25.00	$ 85.00	$ 85.00	$ 60.00	User Fee	$ 50.00	$ 37.50	$ 50.00
Field Prep	Per Field	$ 75.00	$ 168.00	$ 100.00	$ 25.00	User Fee	$ 105.00	$ 105.00	$ 105.00
Cleaning / Trash Removal	Each	New	$ 126.00	$ 126.00		User Fee	$ 125.00	$ 125.00	$ 125.00
Concession Stand (Based on 7 hours)	Per Hour	New				User Fee	$ 300.00	$ 300.00	$ 300.00
Pavilion Rentals		1	1	1		1			
Salem Pav.		1	1	1		1			
Half day (< 4 hrs.)		1	1	1		1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	$ 55.00	$ 144.00	$ 75.00	$ 20.00	User Fee	$ 70.00	$ 70.00	$ 70.00
Non-Resident	Flat	$ 75.00	$ 144.00	$ 100.00	$ 25.00	User Fee	$ 90.00	$ 90.00	$ 90.00
Full day (4 + hrs.)		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	$ 75.00	$ 204.00	$ 115.00	$ 40.00	User Fee	$ 90.00	$ 90.00	$ 90.00
Non-Resident	Flat	$ 135.00	$ 204.00	$ 160.00	$ 25.00	User Fee	$ 150.00	$ 150.00	$ 150.00
Gregory Moseley Pav.		1	1	1	$ -	1			
Half day (< 4 hrs.)		1	1	1	$ -	1			

Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	New	$ 129.00	$ 75.00		User Fee	$ 50.00	$ 50.00	$ 50.00
Non-Resident	Flat	New	$ 129.00	$ 100.00		User Fee	$ 70.00	$ 70.00	$ 70.00
Full day (4 + hrs.)		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	New	$ 174.00	$ 115.00		User Fee	$ 75.00	$ 75.00	$ 75.00
Non-Resident	Flat	New	$ 174.00	$ 160.00		User Fee	$ 135.00	$ 135.00	$ 135.00
Browns Mill Pav.		1	1	1	$ -	1			
Half day (< 4 hrs.)		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	$ 55.00	$ 135.00	$ 75.00	$ 20.00	User Fee	$ 70.00	$ 70.00	$ 70.00
Non-Resident	Flat	$ 75.00	$ 135.00	$ 100.00	$ 25.00	User Fee	$ 90.00	$ 90.00	$ 90.00
Full day (4 + hrs.)		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Flat	$ 95.00	$ 187.00	$ 115.00	$ 20.00	User Fee	$ 90.00	$ 90.00	$ 85.00
Non-Resident	Flat	$ 135.00	$ 187.00	$ 160.00	$ 25.00	User Fee	$ 150.00	$ 150.00	$ 150.00
Parking lot rental- Browns Mill Rec		1	1	1	$ -	1			
Browns Mill Recreation Center		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Hour	$ 10.00	New	$ 75.00	$ 65.00	User Fee	$ 30.00	$ 16.67	$ 23.33
Non-Resident	Hour	$ 20.00	New	$ 100.00	$ 80.00	User Fee	$ 50.00	$ 30.00	$ 40.00
Parking lot rental- Fairington		1	1	1	$ -	1			
Fairington Park		1	1	1	$ -	1			
Deposit	Deposit	$ 100.00	$ 100.00	$ 100.00	$ -	User Fee			
Resident	Hour	$ 10.00	New	$ 75.00	$ 65.00	User Fee	$ 30.00	$ 16.67	$ 23.33
Non-Resident	Hour	$ 20.00	New	$ 100.00	$ 80.00	User Fee	$ 50.00	$ 30.00	$ 40.00
Youth & Adult Athletic Programs		1	1	1		1			
Men's / Women's Basketball League	Per Team	New	$ 1,322.00	$ 650.00		User Fee	$ 325.00	$ 325.00	$ 325.00
Men's Slow Pitch Softball League	Per Team	New	$ 1,317.00	$ 650.00		User Fee	$ 450.00	$ 450.00	$ 450.00
Co-Ed Softball League	Per Team	NEW	$ 1,317.00	$ 550.00		User Fee	$ 450.00	$ 450.00	$ 450.00
Co-Ed Kickball League	Per Team	New	$ 1,317.00	$ 550.00		User Fee	$ 450.00	$ 450.00	$ 450.00
Co-Ed Volleyball League	Per Team	New	$ 1,317.00	$ 550.00		User Fee	$ 400.00	$ 400.00	$ 400.00
Flag Football	Per Team	New	$ 1,317.00	$ 650.00		User Fee	$ 225.00	$ 225.00	$ 225.00
Youth Basketball Clinics	Per Participant	$ 125.00	$ 174.00	$ 175.00	$ 50.00	User Fee	$ 125.00	$ 125.00	$ 125.00
Tumbling	Per Participant	New	$ 174.00	$ 175.00		User Fee	$ 75.00	$ 75.00	$ 75.00
Youth Basketball League		1	1	1	$ -	1			
Resident	Per Participant	$ 60.00	$ 131.00	$ 100.00	$ 40.00	User Fee	$ 80.00	$ 80.00	$ 80.00
Non-Resident	Per Participant	New	$ 131.00	$ 130.00		User Fee	$ 95.00	$ 95.00	$ 95.00
Team Fee	Per Team	New	$ -	$ -		User Fee	$ 250.00	$ 250.00	$ 250.00
Youth T-Ball / Baseball League		1	1	1	$ -	1			
Resident	Per Participant	New	$ 131.00	$ 100.00		User Fee	$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant	New	$ 131.00	$ 130.00		User Fee	$ 80.00	$ 80.00	$ 80.00
Track and Field		1	1	1	$ -	1			
Resident	Per Participant	New	$ 131.00	$ 120.00		User Fee	$ 55.00	$ 55.00	$ 55.00
Non-Resident	Per Participant	New	$ 131.00	$ 135.00		User Fee	$ 70.00	$ 70.00	$ 70.00
Soccer		1	1	1	$ -	1			
Resident	Per Participant	New	$ 131.00	$ 100.00		User Fee	$ 55.00	$ 55.00	$ 55.00
Non-Resident	Per Participant	New	$ 131.00	$ 130.00		User Fee	$ 70.00	$ 70.00	$ 70.00
Flag Football		1	1	1	$ -	1			
Resident	Per Participant	New	$ 131.00	$ 100.00		User Fee	$ 80.00	$ 80.00	$ 80.00
Non-Resident	Per Participant	New	$ 131.00	$ 130.00		User Fee	$ 95.00	$ 95.00	$ 95.00
Lacrosse		1	1	1	$ -	1			
Resident	Per Participant	$ 95.00	$ 131.00	$ 100.00	$ 5.00	User Fee	$ 80.00	$ 80.00	$ 65.00
Non-Resident	Per Participant	$ 110.00	$ 131.00	$ 130.00	$ 20.00	User Fee	$ 95.00	$ 95.00	$ 80.00
Non-Athletic Programs	1	1	1	1		1			
Afterschool Programming					$ -				
Resident	Per Participant Week	New	$ 275.00	$ 150.00		User Fee	$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Week	New	$ 131.00	$ 120.00		User Fee	$ 85.00	$ 85.00	$ 85.00
School Break Camps									
Resident	Per Participant Week	New	$ 382.00	$ 300.00		User Fee	$ 110.00	$ 110.00	$ 110.00
Non-Resident	Per Participant Week	New	$ 131.00	$ 120.00		User Fee	$ 140.00	$ 140.00	$ 140.00
Summer Camp									

Resident	Per Participant per Week	$ 60.00	$ 710.00	$ 100.00	$ 40.00	User Fee	$ 125.00	$ 92.50	$ 125.00
Non-Resident	Per Participant per Week	New				User Fee	$ 160.00	$ 160.00	$ 160.00
Tap									
Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Non-Resident	Per Participant Session	New					$ 90.00	$ 90.00	$ 90.00
Hip Hop									
Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00
Karate									
Resident	Per Participant Session	New					$ 80.00	$ 80.00	$ 80.00
Non-Resident	Per Participant Session	New					$ 105.00	$ 105.00	$ 105.00
Youth Boxing									
Resident	Per Participant Session	New					$ 75.00	$ 75.00	$ 75.00
Non-Resident	Per Participant Session	New					$ 95.00	$ 95.00	$ 95.00
Nutrition									
Resident	Per Participant Session	New					$ 45.00	$ 45.00	$ 45.00
Non-Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Spanish									
Resident	Per Participant Session	New					$ 75.00	$ 75.00	$ 75.00
Non-Resident	Per Participant Session	New					$ 95.00	$ 95.00	$ 95.00
Sign Language									
Resident	Per Participant Session	New					$ 75.00	$ 75.00	$ 75.00
Non-Resident	Per Participant Session	New					$ 95.00	$ 95.00	$ 95.00
H.I.T Fitness									
Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00
Kickboxing									
Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Non-Resident	Per Participant Session	New					$ 90.00	$ 90.00	$ 90.00
Fencing									
Resident	Per Participant Session	New					$ 90.00	$ 90.00	$ 90.00
Non-Resident	Per Participant Session	New					$ 115.00	$ 115.00	$ 115.00
Barre									
Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00
Cardio Jam									
Resident	Per Participant Session	New					$ 55.00	$ 55.00	$ 55.00
Non-Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Line Dancing									
Resident	Per Participant Session	New					$ 50.00	$ 50.00	$ 50.00
Non-Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Water Aerobics									
Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Participant Session	New					$ 80.00	$ 80.00	$ 80.00
Aqua Zumba									
Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00
Tabata									
Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Participant Session	New					$ 80.00	$ 80.00	$ 80.00
Gymnastics									
Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00
Non-Resident	Per Participant Session	New					$ 110.00	$ 110.00	$ 110.00
Tumbling									
Resident	Per Participant Session	New					$ 75.00	$ 75.00	$ 75.00
Non-Resident	Per Participant Session	New					$ 95.00	$ 95.00	$ 95.00
Jazz									
Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Non-Resident	Per Participant Session	New					$ 90.00	$ 90.00	$ 90.00
Pilates									
Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Non-Resident	Per Participant Session	New					$ 85.00	$ 85.00	$ 85.00

Stretch/Mobility									
Resident	Per Participant Session	New					$ 50.00	$ 50.00	$ 50.00
Non-Resident	Per Participant Session	New					$ 65.00	$ 65.00	$ 65.00
Yoga									
Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Participant Session	New					$ 80.00	$ 80.00	$ 80.00
Chair Yoga									
Resident	Per Participant Session	New					$ 45.00	$ 45.00	$ 45.00
Non-Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Cycle (Spin)									
Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Non-Resident	Per Participant Session	New					$ 90.00	$ 90.00	$ 90.00
Zumba									
Resident	Per Participant Session	New					$ 55.00	$ 55.00	$ 55.00
Non-Resident	Per Participant Session	New					$ 70.00	$ 70.00	$ 70.00
Tai Chi									
Resident	Per Participant Session	New					$ 60.00	$ 60.00	$ 60.00
Non-Resident	Per Participant Session	New					$ 80.00	$ 80.00	$ 80.00
Mediation									
Resident	Per Participant Session	New					$ 40.00	$ 40.00	$ 40.00
Non-Resident	Per Participant Session	New					$ 55.00	$ 55.00	$ 55.00
Boxing									
Resident	Per Participant Session	New					$ 75.00	$ 75.00	$ 75.00
Non-Resident	Per Participant Session	New					$ 95.00	$ 95.00	$ 95.00
City Events	1	1	1	1		1			
Vendor (non-food) One day fee		New					$ 50.00	$ 50.00	$ 50.00
Annual vendor pass		New					$ 150.00	$ 150.00	$ 150.00
Food Truck Fee (one day city sponsored events)		New							
	1	1	1	1					

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for Purchasing Card Policy Amendment, 2nd Read

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): 04/13/26 & 05/25/26

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Keisha Franklin, Finance Director

PRESENTER: Keisha Franklin, Finance Director

PURPOSE: Approval

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

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

STATE OF GEORGIA

COUNTY OF DEKALB

CITY OF STONECREST **ORDINANCE NO._____**

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA AMENDING CHAPTER 2(ADMINISTRATION) ARTICLE VI(FINANCE) DIVISION 2(PURCHASING) SECTION 2-261(PURCHASING CARD POLICY); TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, pursuant to the City charter the City has the power to define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards; and

WHEREAS, the purpose of the Financial Management Policies Purchasing Card Policy ("Purchasing Card Policy") is to is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program.; and

WHEREAS, the City desires to amend Chapter 2(Administration) Article VI(Finance) Division 2(Purchasing) Section 2-261(Purchasing Card Policy) provide updates to said policy and input new language as needed.

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

Section 1. The Purchasing Card Policy adopted in the Code of Ordinances, City of Stonecrest, Georgia is hereby amended in Chapter 2(Administration) Article VI(Finance) Division 2(Purchasing) Section 2-261(Purchasing Card Policy) as set forth in Exhibit A attached hereto and made a part by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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

STATE OF GEORGIA

COUNTY OF DEKALB

CITY OF STONECREST **ORDINANCE NO._____**

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 sections 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 4. Penalties as provided in Section 1-11 of the Code of Ordinances, City of Stonecrest, Georgia shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST **ORDINANCE NO._____**

CITY OF STONECREST, GEORGIA

_____
Jazzmin Cobble, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM BY:

_____
City Attorney

STATE OF GEORGIA

COUNTY OF DEKALB

CITY OF STONECREST **ORDINANCE NO._____**

EXHIBIT A

69

PURCHASING CARD POLICY

TABLE OF CONTENTS

SECTION I – DEFINITIONS

..... 4

SECTION II - GENERAL PROVISIONS

..... 6

DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE

EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.

SECTION I – DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

A. **APPROVERS** means persons responsible for reviewing transactions to determine if purchases are job- related or otherwise authorized. All approvers are required to complete the Approver Card Program Acknowledgement form. The Approver is normally the supervisor to whom a Cardholder reports for authorization to purchase required supplies and services. Approvers are responsible for reconciliation of their Cardholder accounts, ensuring proper procedures are followed when purchasing supplies or services and verifying the information is properly reconciled after the Reconciler has completed the reconciliation of transactions. Policy prohibits a subordinate from acting as an Approver in any phase of the transaction.

B. **BACKUP P-CARD PROGRAM ADMINISTRATOR** a person who has been delegated P-Card Program Administrator duties. This person must be designated by the City Manager and have the same training requirements as the P-Card Program Administrator.

C. **CARDHOLDER** means the person responsible for using the card in a conscientious and ethical manner consistent with City policy. A cardholder card account and the cardholder's name on the account. This person has defined responsibilities including those as outlined in this policy. Cardholders are City employees who are authorized P-Card holders who receive and use a Purchasing Card (P-Card) for the purpose of obtaining and paying for goods and services that require a credit card payment.

D. **CARD ABUSE** use of the P-Card for non-City business use purchases (personal purchases).

E. **CARD MISUSE** use of the card for legitimate purchases but by a nonauthorized cardholder for goods or services that are prohibited by State or internal policy (e.g., purchase of fuel for a State vehicle). See definitions of card abuse and fraud.

F. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.

G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.

H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.

I. **EMPLOYEE** means an individual drawing a salary or wage from the City whether on a fulltime or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include any Vendor or any employee of such Vendor who

has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.

J. **EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

K. **EMERGENCY PURCHASES** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.

L. **END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

M. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.

N. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).

O. **OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.

P. **PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

Q. **PURCHASING** is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.

R. **PROCUREMENT OFFICIAL** means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.

S. **PURCHASING CARD ADMINISTRATOR** the P-Card Program Administrator serves as the main point-of-contact for all p-card program personnel and serves as a liaison between City Manager, Director of Finance, and Cardholders. In some cases, responsibilities may be shared and/or delegated as assigned by the City Manager.

T. **P-CARD COORDINATOR** A person who has been delegated P-Card Program Administrator duties. This person must be designated by the City Manager and has the same training requirements as the P-Card Program Administrator.

U. **SERVICES** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.

V. **THE REQUESTING DEPARTMENT/DIVISION (End User)** is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising

Purchasing of the approved funding and the specific budget account number.
The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

SECTION II - GENERAL PROVISIONS

A. Authority

The City of Stonecrest ("City") was created by Senate Bill 208, passed in the Georgia General Assembly during the 2016 Session and subsequently confirmed by referendum. Senate Bill 208 provided a charter for the City of Stonecrest (the "City Charter") to establish the government structure of the city, define boundaries, specific powers, functions, essential procedures, and legal control. The City Charter authorizes the City Council by ordinance to establish procedures for a system of centralized purchasing for the city. As a part of the City's centralized purchasing the City Council must authorize the issuance and specify policies regarding the use of City Purchasing Cards (P-Cards) or government credit cards by public vote.

B. Purpose

The purpose of this policy is to establish governing requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program (P-Card Program). This policy is aligns with the standards set by the Official Code of Georgia Annotated (O.C.G.A) § 36-8024,O.C.G.A. § 50-5-50 et seq., all other relevant Georgia Statutes, the City Charter, the City Purchasing Policy State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), related to the use of government issued P-Cards to authorized City employees.

Additionally, this policy provides a payment mechanism for Vendors that only accept credit card payments, addresses travel related reservation expenses such as hotel/flights (*refer to travel policy for additional information)*, and addresses unplanned, non-routine, or urgent point of sale purchases under established internal controls. This policy also, addresses unauthorized use of a City issued P-Cards for unauthorized purchases. This policy provides clarifications on the duties and responsibilities of P-Card Program Administrator, Cardholders and Approvers.

C. Cardholders

All purchases made through the program must be for official or constitutional City business. Use of the card or the transactions made on the card cannot violate other laws or policies based on the funding sources.

Note: Only the employee whose name appears on the face of the card is authorized to initiate transactions with the card. Use of card by any other person, even if the purchase is for legitimate City business, is considered misuse of the card. Cardholders are City employees and authorized designees: Cardholders must be permanent or full-time employees whose jobs require the use of a P-Card or other account.

Authorized Cardholders

a. City Manager and/or designee(s)

b. Finance Director and/or designee(s)

c. Deputy City Manager and/or designee(s)

d. Department Directors

D. Training

All cardholders must complete P-Card and Purchasing Training. ~~and be bonded~~ Pre-issuance requirements are required prior to obtaining a P-Card. Pre-issuance requirements shall include a background and credit check. P-Card holder must sign a cardholder agreement that contains the terms and conditions for use of the P-Card and any other account. The mandatory cardholder agreement is available through viewing the P-Card Policy and by contacting the Procurement.

E. Background Check and Credit Check

The background check shall, at a minimum, include verification of employment eligibility and a review of any criminal history relevant to financial responsibility, fraud, theft, misuse of funds, or other offenses that may pose a risk to the City.

A credit check may be conducted for prospective Cardholders whose job duties include significant purchasing authority, high transaction limits, or financial oversight responsibilities. The purpose of the credit check is to assess financial responsibility and mitigate risk associated with the issuance of a government purchasing card.

Credit checks shall be conducted in compliance with the federal Fair Credit Reporting Act (FCRA), applicable Georgia law, and City Human Resources policies. Written authorization from the employee or prospective Cardholder must be obtained prior to conducting any credit inquiry.

Final determination of eligibility for issuance of a P-Card shall be made by the Finance Director, in consultation with the Human Resources and the P-Card Program Administrator using a predefined criterion. A background check or credit history containing findings that indicate elevated financial or fiduciary risk may result in denial of P-Card privileges.

Predefined criteria typically evaluate the payment history, collections, charge offs, bankruptcy, judgements, liens, severe derogatory credit events, and indicators of financial instability in the last 5 years.

The City reserves the right to conduct periodic background checks or credit reviews of Cardholders when deemed necessary due to changes in job duties, spending limits, internal control concerns, or evidence of potential misuse or abuse.

All background check and credit check information shall be treated as confidential personnel records and maintained in accordance with applicable federal and state law, including the Official Code of Georgia Annotated (O.C.G.A.) and City personnel record retention policies.

Failure to authorize required background or credit screening shall result in denial or revocation of P-Card privileges.

F. Cardholder Responsibilities

Cardholders are limited to one (1) active P-Card.

1. **Card Usage:**

1.1 Ensure that no other persons have access to any card information (i.e., card account number, expiration date, security code).

1.2 Ensure that all purchases comply with State and City policies and are related to official City business.

1.3 Receive prior approval before making a purchase or making a payment by completing the Purchase Card Purchase Request Form.

2. **Monthly Reconciliation Responsibilities and Requirements:**

Note: Upon completion of implementation of the Tyler P-Card Module, all transactions will be reconciled in Tyler. Documents will be uploaded into Tyler, reviewed and approved by the designated approver and P-Card Program Administrator.

2.1 Ensure that all invoices and/or receipts must be signed, dated and meet the requirements in accordance with the City's P-Card Policy and contain adequate supporting documentation of each transaction.

Refer to the Purchasing Policy, Procurement Processes and Procedures Manual. Complete the Purchase Card Purchase Request Form providing the following information:

- ✓ Provide the supplier's information (name, contact information, location); o Please make sure the Vendor is registered to do business with the City prior to making a purchase of making a payment.
- ✓ Invoice and/or receipt shall include a detailed line-item description, including quantity, unit price, and total price;
- ✓ Request sales tax be removed. The City is tax-except where appropriate (Refer to Travel Policy);
- ✓ Complete a Lost Receipt Affidavit Form, if a receipt is lost and a duplicate cannot be obtained. Use of this form more than three times during a fiscal year will result in suspension of card privileges as determined by the P-Card Program Administrator;
- ✓ Provide all required additional supporting documentation for workshops, event, membership, subscription, and travel related expenses;
- ✓ All documentation must be legible (e.g., not too dark, not too light); and
- ✓ All documentation must contain copies of all pages of invoices or other documents.

2.2 Cardholders are responsible for maintaining proper documentation, reconciliation of assigned P-Card transactions and ensuring funds are available prior to making a purchase or making a payment and ensure department funds are reduced accordingly.

2.3 Reconcile of transactions within the timeframe established by the P-Card Program Administrator.

2.4 Maintain knowledge of City procurement policies and procedures related to use of the P-Card.

G. Restrictions

1. The City of Stonecrest will not issue P-Cards to student employees, temporary workers (e.g., hired from a temporary staffing agency), or contractors (e.g., a person hired for a pre-determined period for a specific project).

2. Cards and other accounts will not be issued in the name of a department or work unit (e.g., Facilities Maintenance) to be shared by multiple employees.

3. Only the employee whose name is shown on the face of the card is authorized to make purchases with the card, either in person, on-line, or telephone.

4. Use by any other person, even if for City business purposes, is considered misuse of the card.

5. Only the City Manager, Director of Finance and P-Card Program Administrator can approve requests for a P-Card and use of other accounts including renewals of existing accounts.

H. Legal Issues

Willful neglect or failure to comply with the P-Card policy may be subject to suspension or termination of account privileges or other disciplinary action, up to and including termination of employment and criminal prosecution to the fullest extent of the law.

The City Manager or designee reserves the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.

1. **Personal Use:**

Cardholders are prohibited from using the P-Card for the purchase of any goods or services not directly or indirectly related to official City business. Intentional use of or approval for the use of the card for personal purchases will result in disciplinary action, up to and including termination from City employment and criminal subject to prosecution.

2. **Prohibited Purchases:**

The following types of purchases are strictly prohibited:

1. Goods or services not directly related to job responsibilities or other official City business (i.e., personal purchases).

2. Data plans, software, or applications (apps) for non-City issued devices, including, but not limited to, smart phones, laptop computers, and tablets.

3. Memberships at wholesale warehouses and shopping clubs (e.g., Sam's, Costco, Amazon Prime) when membership is in the name of a person rather than the City.

   The City's Amazon Prime Enterprise Business account is the mandatory Amazon Prime membership account, and no other type of Amazon Prime account may be purchased.

4. Cash advances.

5. Gift cards, stored value cards, calling cards, and similar products.

6. Employee travel expenses related to lodgings and meals, except as specifically covered under Allowable Purchases. A request is an exception to this requirement in the event of a declared emergency. Purchase Card Purchase Request form is required.

7. Entertainment (e.g., in-room movies for City employees traveling on business).

8. Alcoholic beverages or products.

9. Tobacco products.

10. Fuel, mechanical repairs, and maintenance for City-owned or rental vehicles.

3. **Allowable Purchases:**

The P-Card and other accounts can be used for official purchases of supplies, materials, equipment, or services where not otherwise prohibited or restricted. All purchases must be within authorized transactional limits unless prior written approval is received to exceed those limits.

1. Goods and services used in the furtherance of the City's mission.

2. Purchases of goods or services intended for *official City work-related use* that are not otherwise excluded herein.

3. Equipment

   When the Vendor requires credit card payment to purchase or rental/lease equipment.

4. Software, Data Plans, Aps

   When the Vendor requires credit card payment and with the following restrictions

   - ✓ Data plans, software, or applications (apps) for City-issued computers, smart phones, and tablets only (e.g., iPhone, Android, iPad).

   - ✓ Purchases cannot be made for personal devices even if used for business purposes.

I. Emergencies and Natural Disasters

At times, an emergency purchase must be made to prevent significant disruption in operations, to protect health and safety, or to address immediate or unforeseen circumstances requiring prompt action. This can include, but is not limited to, repairs to essential equipment, procurement of safety or personal protection gear, or immediate need for services to restore infrastructure functionalities.

Purchasing Card Administrators are permitted to allow these transactions and to waive other City and Statewide Purchasing Card Policy requirements with proper supporting documentation.

Emergency P-Card use is limited to $25,000 per incident unless a formal emergency is declared by the Mayor & Council.

Within 48 hours of the transaction, the cardholder must submit:

- Written justification
- Description of emergencies
- Vendor selection rationale

- Confirmation that standard procurement was impractical

Emergency authority expires after seven (7) calendar days unless extended in writing. All emergency transactions shall be reported to Mayor and Council within 30 days.

J. Split Purchases Prohibited

The City requires competitive bidding for all open-market purchases anticipated to be $50,000.00 or more. However, the policy requires the Single Transaction Limit (STL) for unplanned, non-routine, or urgent point of sale P-Card transactions be set at daily or monthly transaction limits provided in Section R and purchases that are preapproved and go through the requisitions process unless the Vendor only accepts P-Cards. If the Vendor requires credit card payments a P-Card Purchase Request Form must be completed and approved prior to making a purchase or making a payment under $5,000 (i.e., $4,999.99 or less) threshold amount.

Note: Point of sale transactions include purchases made at a physical store, in person, or over the phone.

1. Cardholders are prohibited from splitting a transaction between two or more transactions on a single account, two or more transactions on multiple accounts, or two or more transactions using the P-Card and a purchase order to circumvent competitive solicitation requirements. *Refer to the City Purchasing Policy.*
2. Cardholders are prohibited from splitting a transaction between two or more transactions on a single card number, two or more transactions on multiple card numbers, or two or more transactions using the P-Card and a purchase order in order to circumvent the Single Transaction Limit (STL) or Cycle Limit (CL) imposed on the card regardless of the amount of the STL or CL.

K. Payment of Sales and Use Tax

1. Cardholders must present the City's Tax Exemption Form to suppliers to ensure taxes are not charged and upon request. This form can be obtained by contacting the Finance Department.

2. The requirement for out-of-state suppliers to charge Sales and Use Tax on shipments to purchasers in the State of Georgia does not apply to tax-exempt State Entities including the City. To avoid confusion, the cardholder must provide out-of-state suppliers with a copy of the City Tax Exempt Form prior to placing an order to be shipped into the State of Georgia.

3. If the supplier refuses to remove taxes, the cardholder must make the purchase from a different supplier whenever possible.

4. Cardholders are responsible for ensuring that suppliers do not charge tax or provide credit for inadvertent charges.

5. If taxes are charged, the cardholder must contact the supplier to obtain a credit to the account. Please contact the P-Card Program Administrator for assistance.

6. Credits cannot be obtained by any other method, including, but not limited to, cash, gift cards, or store credit.

7. Documentation of attempts to obtain credit for any State Sales and Use Tax charged in error must be maintained with documentation for the transaction where the tax was charged. Contact the P-Card Program Administrator for assistance if needed.

L. E-Verify

The City Georgia Security and Immigration and Compliance Act, O.C.G.A. § 13-10-91, requires suppliers to file an affidavit that the supplier and its subcontractors have registered and participate in the federal work authorization program known as E-Verify. This program is intended to ensure that only lawful citizens or lawful immigrants are employed by the supplier or subcontractor.

1. The City is required to obtain a signed and notarized affidavit from suppliers prior to entering into any service contract $2,5000 or greater involving the supplier's physical performance of services within the State of Georgia. The State of Georgia Attorney General's Office has interpreted this to include one-time P-Card transactions for services.

2. For P-Card transactions that meet this definition, the cardholder or another person within the City is responsible for ensuring receipt of this affidavit. A copy of this affidavit must be included with all transaction documentation.

M. Internal Controls

A strong system of internal controls is essential for detection and deterrence of fraud, cardholder misuse, or cardholder abuse of the P-Card. Internal controls include policies, procedures, and training in addition to spending limits and Merchant Category Code restrictions.

The City has established an internal control structure that ensures compliance with State procurement laws, the Statewide Purchasing Card Policy, and City P-Card and Purchasing Policy, and sound accounting practices.

Minimum requirements include:

1. Separation of duties between ordering cards (P-Card Program Administrators), making transactions (cardholders), and reviewing or approval of transactions for payment (directors/approvers).

2. Ensuring prior approval is obtained before a purchase is made (usually P-Card Program Administrator, Department Director, Director of Finance, City Manager or designee.

3. Ensuring reconcilers are limited to one per card and are not a subordinate of the cardholder. The reconciler role will be given to either the cardholder or assigned to a proxy to reconcile on the cardholder's behalf.

   Note: Each card must have only one reconciler; however, one reconciler can be the sole reconciler on multiple cards.

4. The P-Card Program Administrator, Card Program Backup or Coordinator, or anyone with administrator-level access cannot be a cardholder.

5. The number of cardholders assigned to an approver will be limited to ensure adequate review of business needs and documentation for each purchase and payment.

6. Cardholders cannot approve their own transactions but may reconcile their own transactions.

7. Approvers cannot be subordinates of cardholders for whom they are responsible.

8. Sharing of login information or passwords is strictly forbidden.

9. Delegation of the approver duties is unallowable. Should an approver be on leave or otherwise unavailable to approve a purchase or transaction, another trained approver already assigned approver responsibility may assume those duties temporarily.

10. Provision for annual self-assessment of the P-Card Program by the P-Card Program Administrator or Internal Auditor must be submitted annually to the City Manager and Director of Finance.

Self-assessments must include adequacy of:

- City policies and procedures
- Cardholder spending limits
- Monthly reconciliation procedures
- Documentation for transactions

N. Merchant Category Code Authorizations

Merchant Category Codes (MCCs) are codes assigned by a supplier's merchant bank based on the types of goods and/or services provided. By allowing or blocking certain codes, the City has some protection against unauthorized or prohibited purchases. The Bank creates MCC groups upon request by the City. The P-Card Program Administrator, City Manager, and Director of Finance will conduct periodic evaluations of authorized codes and MCC groups to determine if the codes and the groups meet the needs of City.

O. Public Inspection and Record Retention

In accordance with O.C.G.A. § 50-18-71 where applicable any documents related to purchases using government purchasing cards or government credit cards incurred by employees shall be available for public inspection.

1. Documents related to transactions (e.g., receipts) are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of accounts to employees (e.g., profile forms) are accounting records and must be maintained according to the requirements of Credit Card Administration Records.

P. Spending Limits and Utilization

Imposing spending limits enables management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing the City to unnecessary risk. Spending limits should be based on job responsibilities. Cardholder spending limits must be reviewed at least annually to determine if actual usage is consistent with spending limits and increases with approval or decreases made as needed.

Q. Daily and Monthly (Transaction Limits)

Transaction limits are hereby established to ensure compliance with state purchasing laws, City's policy, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the City. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed the approved transaction limits as specified here in per month.

Spending Limits Requirements (STL)

City Policy establishes the maximum STL for unplanned, non-routine, or urgent point of sale P-Card transactions be set at the transaction limits listed below and purchases that are preapproved and go through the requisition process prior to the purchase be set at under $5,000 (i.e., $4,999.99 or less). The City Manager, Director of Finance and P-Card Program Administrator can establish STLs up to this amount as determined by overall needs.

1. **Available Spending Limits**:

    1. **Cycle (Credit) Limit** – Mandatory spending limit that restricts the total value of purchases a cardholder can make in one billing cycle. The cycle limit cannot be more than the established limits without prior written approval from the City Manager, Director of Finance or Designee.

        - ✓ The established single transaction limit for the City Manager shall not exceed $50,000.00.
        - ✓ The established monthly transaction limit for the City Manager shall not exceed $100,000.00.
        - ✓ The established single transaction limit for the Director of Finance shall not exceed $25,000.00.
        - ✓ The monthly transaction limit for the City Manager and Director of Financial Officer shall not exceed $100,000.00.
        - ✓ The established single transaction limit for each department director's card must be less than $5,000.00.
        - ✓ The established monthly transaction limit for each department director's card must be less than $25,000.00

Transaction Limits	City Manager	Finance Director	City Manager Designee	Department Director
Single Transaction Limit	**$50,000**	**$25,000**	**$5,000**	**$5,000**
Monthly Transaction Limit	**$100,000**	**$100,000**	**$25,000**	**$25,000**

Note: Single Transaction Limit (STL) – Mandatory spending limit that restricts the amount of a single purchase regardless of the Cycle Limit on the card.

Note: Number of Transactions per Day – Optional spending limit that restricts the total number of transactions a cardholder can have in one 24-hour period.

2. **Request for Temporary Daily Transaction Increase:**

   Changes in spending limits shall be submitted to the P-Card Program Administrator by completing a P-Card Limit Increaser Request form. A justification explaining the need for the temporary increase with supporting documentation (as applicable) is required. Such request must be approved by the City Manager.

R. P-Card Program Administrator

The City Manager appoints the Procurement Official as the P-Card Program Administrator of City's Purchasing Cards or government credit cards. The P-Card Program Administrator serves as the main point-of-contact for all card program personnel and serves as a liaison between City Manager, Director of Finance, and Departments Directors. In some cases, responsibilities may be shared and/or delegated to a P-Card Program Back-Up or Coordinator.

The P-Card Program Administrator shall fulfill responsibilities in the following areas:

1. **P-Card Management:**

   1. Develops and maintains the City's P-Card policy to address policy areas unique to the City or that are not covered by the Statewide Purchasing Card Policy.

2. Works with the City Manager and Director of Finance, to identify job titles or positions that require a P-Card or would be good candidates for use of the card and/or other accounts and determine limits if different from established limits.
3. Develops internal procedures for requesting new cards and/or changes to existing cards (e.g., change in spending limits).
4. Works with the City Manager and the Director of Finance to determine appropriate cardholder spending limits based on budget restrictions, job requirements, historical spending patterns, and overall procurement practices.
5. Evaluates cardholder spending limits against actual usage at least annually to identify cards with little or no usage to determine if the cards are needed.
6. Cancel cards with consistent low usage.
7. Order and cancel cards for employees as needed and directed by the City Manager.
8. Collect, cut-up/shred and cancel cards immediately for employees that end their employment with the City by resignation or termination.
    - Cardholders P-Cards who resign with notice (2 week etc..) P-Cards limits will be reduced to $0.00 and turned in upon date notice is given .
    - Cardholders P-Cards who are terminated will turn in surrender the card immediately.
9. Place P-Cards in active status for cardholders on leave.
10. Perform all other duties related to the P-Card Program Administrator assigned by the City Manager.

2. **City P-Card Reconciliation Responsibilities:**

1. Reconciliation must be completed within ten (10) business days of the monthly statement close date
2. Cardholder may review but may not perform the primary reconciliation.
3. Approver must review supporting documentation and certify:
    - Business purpose

- Budget availability
- Policy Compliance

4. Failure to reconcile timely shall result in automatic suspension until resolved.
5. Ensure reconciliations are timely and allocation of transactions to the General Ledger are accurate each month.
6. Ensure all card accounts are being utilized properly as set forth by state law and City P-Card and Finance Policy.
7. Ensure proper documentation and internal reconciliation processes and associated forms are appropriate for reconciliation of transactions.
8. Disputing transaction(s) with the Bank as needed.
4. Ensure compliance with State laws and policies in addition to the City policies
5. Establish and update written City policies and procedures to ensure compliance with State Procurement Laws and Statewide P-Card Policy.
6. Establish written procedures for requesting exceptions to either State or City policy requirements using the P-Card Purchase Request Form and P-Card Temporary Limit Increase Request Form.
7. Submits all P-Card Plan amendments and requests for exceptions to the Purchasing Card Policy to the City Manager and Director of Finance.

3. **Internal Controls:**

1. Ensure City's internal P-Card procedures are in compliance with the principles of sound internal controls.
2. Ensures the City has sufficiently documentation, internal controls and implement and monitor other measures (e.g., audits) to prevent and/or detect misuse or abuse of the P-Card and other accounts.
3. Ensure the City policy and procedures for ordering cards and canceling cards when lost or stolen or when a cardholder leaves employment is adhered to.
4. Report and document actual and/or potential cardholder abuse or misuse. Suspend or revoke P-Card privileges for employees found to be in violation of the City P-Card and Purchasing Policies.
5. Report violations with City Manager, Director of Finance and City Attorney.
6. Conduct monthly and/or quarterly audit reviews of transactions through a self assessment process.

4. **P-Card Program Training:**

1. P-Card Program Administrator, including primary, backups, and coordinators, must complete the relevant DOAS P-Card training to become a Georgia Certified Purchasing Card Administrator (GCPCA).
2. Develops City specific training for all cardholders and approvers.
3. Develops appropriate refresher training to be delivered at least annually.
4. Ensures that all card program personnel receive notification of changes in State and internal policies, including Official Announcements from the State Purchasing Division.
5. Report and address fraudulent uses, lost or stolen cards immediately.

S. Fraud, Misuse, and Investigation

Upon suspected misuse:

1. Immediate suspension of card privilege
2. Written incident report within five (5) business days
3. Review by Finance Director and City Attorney
4. Determination of Restitution
5. Referral to law enforcement when appropriate
6. Final written disposition retained in personnel file

T. Limitations on Elected Officials (City Council/Mayor)

O.C.G.A. § 36-80-24 provides limitations on elected official's or constitutional officer's use of government issued purchasing or credit cards; policy development.

a) As used in O.C.G.A. § 36-80-24, the term "constitutional officer" means the locally elected clerk of superior court, judge of the probate court, sheriff, tax receiver, tax collector, or tax commissioner.

(b) An elected official of a county, municipal corporation, local school system, or consolidated government or a constitutional officer shall be prohibited from the use of a government purchasing card or a government credit card unless:

(1) Such purchases are solely for items or services that directly relate to such official's or constitutional officer's public duties; and

(2) Such purchases are in accordance with guidelines adopted by the county, municipal corporation, local school system, consolidated government, or constitutional officer.

Note: Pursuant to T. - Limitations on Elected Officials (City Council/Mayor) in the policy in the City of Stonecrest, elected officials will not receive P-Cards.

PURCHASE CARD (P-CARD) PURCHASE/PAYMENT REQUEST FORM:

EMPLOYEE NAME: _____ **EMPLOYEE SIGNATURE:** _____

JOB TITLE: _____ **DEPARTMENT:** _____

DEPARTMENT DIRECTOR: _____ **DIRECTOR SIGNATURE:** _____

VENDOR NAME: _____ **VENDOR NUMBER:** _____

DATE REQUEST SUBMITTED: _____

VENDOR REQUIRES PAYMENT BY P-CARD ONLY: ___ YES ___ NO **PAYMENT DUE BY DATE:** _____

DETAILED DESCRIPTION OF EVENT, WORKSHOP, PURCHASE: _____

ITEM DESCRIPTION	ACCOUNT NUMBER	EXPENSE TYPE	UNIT PRICE	TOTAL AMOUNT
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
			TOTAL COST:	$

NOTE: By signing this request, you are certifying that the listed expenses are business related.

EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Quote provided by vendor, if associate with an event include the event flyer, etc..

DIRECTOR OF FINANCE: _____ DATE: _____ ___ APPROVED ___ DENIED

PROCUREMENT OFFICIAL/P-CARD ADMINISTRATOR: _____ DATE: _____ ___ APPROVED ___ DENIED

CITY MANAGER: _____ DATE: _____ ___ APPROVED ___ DENIED

ADDITIONAL COMMENTS:

P-Card Cardholder Agreement

The City is pleased to present you with this Purchasing Card. It represents trust in you and your empowerment as a responsible agent to safeguard and protect City assets.

I, _____, Employee ID No.: _____, hereby acknowledge receipt of a City of Stonecrest Purchasing Card, Card Number _____, a _____® card issued by _____ that will only be used to acquire materials and supplies for the City of Stonecrest.

I agree to comply with the following terms and conditions relating to my use of the Purchasing Card.

1. As an authorized cardholder, I agree to comply with the terms and conditions of this Agreement and with the provisions of the Purchasing Card Policy and Purchasing Policy, Procurement Processes and Procedures Manual. I have received a copy of the Purchasing Card Policy and confirm that I have read and understand its terms and conditions. In addition, I have completed the required Procurement and Purchasing Card Training.
2. I understand that City of Stonecrest is liable to _____ for all charges I make on the Purchasing Card.
3. I agree to use the Purchasing Card for authorized official business purchases only and agree not to charge personal purchases. I authorize the City of Stonecrest whatever steps are necessary to collect an amount equal to the total of the improper purchases, including but not limited to declaring such purchases an advance on my wages to the extent allowed by law.
4. I agree to notify the City of Stonecrest Purchasing Card Program Administrator at 770-227-0200 or Procurement@stonecrestga.gov if my name or contact information changes. I further acknowledge that name changes will require proof of change, i.e. copy of marriage license and/or decree of legal change.
5. If the Purchasing Card is lost or stolen, I will immediately notify _____ at _____ I will also notify the City's Purchasing Card Program Administrator, Department Director, and Finance Director in writing, at the first opportunity during normal business hours.
6. I understand that improper or fraudulent use of the Purchasing Card may result in disciplinary action, up to and including termination of my employment. I further understand that the City of Stonecrest City Manager, Director of Finance and Purchasing Card Program Administrator, may terminate my right to use the Purchasing Card at any time for any reason.
7. I agree to surrender the Purchasing Card prior to voluntary separation from the City of Stonecrest, immediately upon request or upon termination of employment for any reason.

Cardholder: Agreed and accepted this _____ day of _____ 20__

Print Name: _____ Signature: _____

Department: _____ Phone: _____ E-Mail Address: _____

Director of Finance: _____ Date: _____

Purchasing Card Program Administrator: _____ Date: _____

City Manager: _____ Date: _____

P-Card Approver Agreement

You have designated you as an approver of one or more Purchasing Cards. This responsibility represents trust in you and your empowerment as a responsible agent to safeguard and protect City assets.

I,_____,_____, hereby acknowledge and agree to comply with the following terms and conditions relating to my role as Purchasing Card Approver.

1. As an authorized card approver, I agree to comply with the terms and conditions of this Agreement and with the provisions of the City Purchasing Card Policy as it may be modified from time-to–time. Any Purchasing Card Policy shall be accessible through the Procurement website. I agree to read and understand terms and conditions of any Purchasing Card Policy available through the Procurement website. In addition, I have completed the required Purchasing Card and Procurement Training.
2. I understand that the City is liable for charges on Purchasing Cards in accordance with the contract agreement with Truist Bank.
3. I agree to only approve official business purchases and agree not to approve personal purchases.
4. I acknowledge that I am subject to the same disciplinary actions as those making the purchases, if I knowingly, or through willful neglect, approve personal, fraudulent, or otherwise prohibited purchases.
5. I understand that I must have a thorough knowledge of the cardholders' job responsibilities to determine if purchases are job-related or otherwise authorized.
6. I agree to notify the City's Purchasing Card Program Administrator and immediate supervisor if my name or contact information changes. I further acknowledge that name changes will require proof of change, i.e. copy of marriage license or decree of legal change.
7. I understand that the approval of improper or fraudulent use of the Purchasing Card may result in disciplinary action, up to and including termination of my employment. I further understand that the City may terminate my ability to approve purchases made on Purchasing Cards at any time for any reason.

Agreed and accepted this _____ day of _____ 20___.

P-CARD APPROVER:

Name: _____

Signature: _____

E-mail Address: _____

Phone Number: _____

Department: _____

Employee Id No.: _____

Purchasing Card Program Administrator: _____ Date: _____

City Manager: _____ Date: _____

Director of Finance: _____ Date: _____

PURCHASE CARD (P-CARD) TEMPORARY LIMIT INCREASE REQUEST FORM:

EMPLOYEE NAME: _____ **EMPLOYEE SIGNATURE:** _____

JOB TITLE: _____ **DEPARTMENT:** _____

APPROVER: _____ **APPROVER SIGNATURE:** _____

DATE REQUEST SUBMITTED: _____

DETAILED JUSTIFICATION FOR INCREASE: _____

_____

_____

_____

_____

_____

_____

P-CARD PROGRAM ADMINISTRATOR: _____ DATE: _____ ___ APPROVED ___ DENIED

DIRECTOR OF FINANCE: _____ DATE: _____ ___ APPROVED ___ DENIED

CITY MANAGER: _____ DATE: _____ ___ APPROVED ___ DENIED

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

DATE CARD LIMIT WILL BE REDUCED: _____

Monthly P-Card Reconciliation Form

Cardholder: Department: _____ Phone No.: _____ E-Mail Address: _____

Truist/BBT VISA / MASTERCARD Credit Card Ending* _____

Limit: $_____			
Credit Card Statement Month:		Credit Card Statement Dates:	
CRCD Transaction Charge Amount(s) Due This Cycle:		$	
Credit Card Statement Dates:		From:	To:

100.110.11110.11110 - Truist Bank/BBT - CRCD Budget GL# Payment (CR)

CRCD Budget GL #	CRCD Budget GL# Description	CRCD Expense Description	CRCD Budget GL# Purchase Amount Totals (DR)
		CRCD Total	$0.00

Cardholder Signature: _____ Date: _____

Approver Signature: _____ Date: _____

P-Card Program Administrator: _____ Date: _____

CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for Audit Services

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, June 22, 2026

SUBMITTED BY: Keisha Franklin, Director of Finance

PRESENTER: Keisha Franklin, Director of Finance

PURPOSE: Audit Services

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

(1) Attachment 1 - Click or tap here to enter text.
(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: Contract for Vendor Recommendation for Southeast Athletic Complex Dog Park

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, June 22, 2026

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PRESENTER: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PURPOSE: Seeking approval to award CITB-0002-26, 2022, Southeast Athletic Complex Dog Park Design-Build Project to F.H. Paschen, S.N. Nielsen & Associates, LLC

FACTS: Solicitation: On February 4, 2026 the City issued Construction Invitation to Bid Number CITB-0002-26, Southeast Athletic Complex Dog Park (Design-Build). The solicitation was advertised on Bidnet and the City's website. The CITB was broadcast to One thousand six hundred and eighty-eight (1,688) companies with bids due March 18, 2026. A total of four (4) responses were received. The Procurement Department conducted an internal review of each submittal. F.H. Paschen, S.N. Nielsen & Associates, LLC submitted the lowest responsive and responsible bid in response to the solicitation and its requirements. F.H. Paschen, S.N. Nielsen & Associates, LLC contract award amount shall be $382,705.20. The contractor shall have one hundred and eighty (180) days from issuance of a Notice to Proceed (NTP) and Purchase Order (PO) to complete resurfacing services for the streets identified in the solicitation. **Recommendation:** Based on the foregoing, it is recommended that the City Council approve and authorize the Mayor and City Clerk to execute a contract with F.H. Paschen, S.N.

CITY COUNCIL AGENDA ITEM

Nielsen & Associates, LLC for a not to exceed amount of $382,705.50 for Southeast Athletic Complex Dog Park Design-Build Project. Funding Source SPLOSTS, GL Account Number 300-6210-541200 – Site Improvements.

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

RECOMMENDED ACTION: Approve Staff recommends approval of the recommendation to award and authorize the issuance of a Purchase Order (PO) to F.H. Paschen, S.N. Nielsen & Associates, LLC for outheast Athletic Complex Dog Park Design-Build Project for a not to exceed amount of $382,705.50

ATTACHMENTS:

(1) Attachment 1 - CITB-0002-26, Solicitation Package (Final) and Broadcast Information
(2) Attachment 2 - Bid Tabulation Sheet and Procurement Department Internal Review Form
(3) Attachment 3 - F.H. Paschen, S.N. Nielsen & Associates, LLC Bid Submittal
(4) Attachment 4 - Construction Contract – F.H. Paschen, S.N. Nielsen & Associates, LLC
(5) Attachment 5 - Click or tap here to enter text.

Notice

Basic Information

Estimated Contract Value (USD)	$240,000.00 (Not shown to suppliers)
Reference Number	0000411696
Issuing Organization	City of Stonecrest
Owner Organization	City of Stonecrest
Project Type	ITB - Invitation to Bid (Formal)
Project Number	CITB-0002-26
Title	Southeast Athletic Complex Dog Park
Source ID	PU.AG.USA.2037544.C19041126
Piggyback Solicitation	No

Details

Location	DeKalb County, Georgia
Job Location	5845 Hillvale Road Stonecrest, Georgia United States 30058
Description	The City of Stonecrest (“City”) is seeking qualified and experienced Design-Build Firm (“DBF”), herein after referred to as (“**Contractor**”) to respond to a fixed (one-time) project for the Design-Build and Construction of a dog park at the Southeast Athletic Complex in the City of Stonecrest. The dog park shall include fencing, equipment, water fountain, installation of potable water line, access sidewalk etc. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid (“CITB”). The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects. Prices offered on the ***Attachment “B”*** - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Note: Bid Line Items may not be fully disbursed. Please incorporate the cost within the provided bid line items in ***Attachment “B”.***

Dates

Publication	02/04/2026 01:06 PM EST
Question Acceptance Deadline	03/05/2026 05:00 PM EST
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	03/18/2026 03:00 PM EDT
Prebid Conference	02/25/2026 10:30 PM EST

Contact Information

Tanisha Boynton
772-224-0194
tboynton@stonecrestga.gov

Ruchell White
770-224-0188
Ruchell.white@stonecrestga.gov

Buyer Preferences, Guidelines & Requirements

General Requirements

- Certification/Training
- Contractors License Required
- Insurance Required
- License Required
- Warranty Information Required

Bonding Requirements

- Bid Bond	5.00 %
- Performance Bond	100.00 %

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	02/25/2026 10:30 PM EST
Location	City Hall, 3120 Stonecrest Blvd., Suite 190, Annex Conference Room
Event Note	There will be a Pre-Bid Meeting on **Wednesday, February 26, 2026,** at **10:30 am**, local time, at City of Stonecrest **Annex Conference Room**, located at **City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038**. The purpose of this pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and view the area in which services will be performed. Upon completion of the Pre-Bid meeting, staff and vendors will drive to the site. **Site Visit Location**: 5845 Hillvale Road, Stonecrest, Ga. 30058.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	Item Based
Pricing	Item Based

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	No	No

Additional Bidding Instructions	Bidders must complete and submit **Attachment "A" - Bidder's Required Forms and Attachment "B" - Bid Cost Proposal Form (Bid Sheet)** to be considered responsive and responsible to this solicitation and its requirements. Bidders who fail to submit the required forms and documents *will be deemed* **non-responsive** to this solicitation and its requirements.

Documents & Items

Additional Pricing Information

Bidder's must complete and submit **Attachment "B" - Bid Cost Proposal Form (Bid Sheet)** to provide pricing.

Failure to submit Attachment "B" will result in a non-responsive determination.

Documents

Document	Size	Uploaded Date	Language
Solicitation Package [pdf]	781 Kb	02/04/2026 12:39 PM EST	English
Attachment "A" - Bidder's Required Forms [pdf]	1 Mb	02/04/2026 12:39 PM EST	English
Attachment "B" - Bid Cost Proposal Form (Bid Sheet) [pdf]	194 Kb	02/04/2026 12:39 PM EST	English
Attachment "C" - Dog Park Location & GIS Map [pdf]	2 Mb	02/04/2026 12:40 PM EST	English
Attachment "D" - Dog Park Amenities or Approved Equals [pdf]	163 Kb	02/04/2026 12:40 PM EST	English
Attachment "E" - Request for Approved Equals [pdf]	91 Kb	02/04/2026 12:41 PM EST	English
Attachment "F" - SAMPLE Construction Contract [pdf]	447 Kb	02/04/2026 12:41 PM EST	English
Attachment "G" - Purchasing Policy [pdf]	2 Mb	02/04/2026 12:41 PM EST	English

Items

Code	Description	UOM	Qty
1	Design Services	Lump-Sum	1
2	Entrance: Construct, Install and Remove	Each	1
3	Double Row Slit Fence: Type S	Linear Foot/Feet	1380
4	Clearing and Grubbing	Square Yard	5140
5	Seeding, Temporary Erosion Control	Square Yard	5140
6	Seeding, Permanent Erosion Control: Outside Dog Park	Square Yard	3160
7	Fencing (Including 3 Single Leaf Gates)	Linear Foot/Feet	720
8	TIFTUF Bermuda Sod: Installed inside dog park	Square Yard	1622
9	Doggie Drinking Fountain: Model No. 513-1018 or Approved Equal To	Each	1
10	Pet Waste Station with Sign: Model No. 135-1015 or Approved Equal To	Each	1
11	Pet Waste Bag Dispenser: Model No. 135-1015 or Approved Equal To	Each	2
12	Pet Waste Station Trash Receptacle: Model No. 135-1015 or Approved Equal To	Each	1
13	Pet Waste Station Mounting Post: Model No. 135-1015 or Approved Equal To	Each	1
14	Basic Bench “Paws and Bone”: Model 439-1011 or Approved Equal To	Each	4
15	Leash Post: Model 439-1010 or Approved Equal To	Each	2
16	Trash Receptacle: Model 439-1013 or Approved Equal To	Each	1
17	King of the Hill “Cover”: Model No. 439-1001 or Approved Equal To	Each	2
18	Doogie Crawl: Model No. 439-1007 or Approved Equal To	Each	2
19	Hoop Jump: Model No. 439-1007 or Approved Equal To	Each	1
20	Rover Jump Over: Model No. 439-1006 or Approved Equal To	Each	2

Code	Description	UOM	Q
21	Sidewalk: 5 ft, Approximately 4” Thick, No Rebar	Square Yard	300
22	ADA Ramp	Each	1
23	Black Gum Tree: Minimum 3” Caliper	Each	3
24	Water Line to Fountain	Linear Foot/Feet	470
25	Signage	Lump-Sum	1

Categories

Selected Categories

NIGP Categories (25)	
155	**BUILDINGS AND STRUCTURES: FABRICATED AND PREFABRICATED**
15505	**Barriers and Enclosures, Construction** Barriers and Enclosures, Construction
650	**PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPMENT AND SUPPLIES**
65018	**Combination Sets, Playground** Combination Sets, Playground
65048	**Recycled Recreational and Park Equipment** Recycled Recreational and Park Equipment
65038	**Playground Equipment (Not Otherwise Classified) (See 420-04 for Bleachers)** Playground Equipment (Not Otherwise Classified) (See 420-04 for Bleachers)
65000	**PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPMENT AND SUPPLIES**
65012	**Climbers, Playground** Climbers, Playground
65006	**Benches, Park (Including Bus Stop Benches)** Benches, Park (Including Bus Stop Benches)
65004	**Amusement Park Ride Equipment, Accessories and Parts** Amusement Park Ride Equipment, Accessories and Parts
65075	**Water Park Equipment (Including Slides, Splash Pads, Aqua Climb)** Water Park Equipment (Including Slides, Splash Pads, Aqua Climb)
65060	**Slides, Playground** Slides, Playground
65050	**Safety Surfaces, Playground** Safety Surfaces, Playground
65021	**Fountains, Pet Drinking** Fountains, Pet Drinking
981	**RENTAL OR LEASE OF GENERAL EQUIPMENT (HVAC, ATHLETIC, FIRE AND POLICE PROTECTION, ETC.)**
98161	**Recreational, Park, Picnic and Playground Equipment and Accessories Rental or Lease** Recreational, Park, Picnic and Playground Equipment and Accessories Rental or Lease
330	**FENCING**
33055	**Fencing, Temporary (For Construction and Other Industrial or Safety Uses)** Fencing, Temporary (For Construction and Other Industrial or Safety Uses)
909	**BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)**
90977	**Special Construction: Observatory, Security, Special Rooms, etc.** Special Construction: Observatory, Security, Special Rooms, etc.
988	**ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES**
98865	**Parks Systems Technical Services** Parks Systems Technical Services
98873	**Playground Equipment Maintenance and Repair (Including Installation and Removal)** Playground Equipment Maintenance and Repair (Including Installation and Removal)
98863	**Park Area Construction/Renovation** Park Area Construction/Renovation
150	**BUILDER'S SUPPLIES**
15010	**Construction Materials (Not Otherwise Classified)** Construction Materials (Not Otherwise Classified)
040	**ANIMALS, BIRDS, MARINE LIFE, AND POULTRY, LIVE, (INCLUDING ACCESSORY ITEMS)**

NIGP Categories (25)	
04004	**Animal Training Equipment and Supplies** Animal Training Equipment and Supplies
04092	**Toys for Pets and Zoo Animals** Toys for Pets and Zoo Animals
907	**ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL**
90735	**Designing Services** Designing Services
906	**ARCHITECTURAL SERVICES, PROFESSIONAL**
90638	**General Construction - Architectural** General Construction - Architectural
90672	**Recreation Facilities (Parks, Marinas, etc.) - Architectural Services** Recreation Facilities (Parks, Marinas, etc.) - Architectural Services
931	**EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, AND SEWING EQUIPMENT**
93165	**Park, Playground, and Swimming Pool Equipment Maintenance and Repair** Park, Playground, and Swimming Pool Equipment Maintenance and Repair

This copy of the NIGP Code is the property of the National Institute of Governmental Purchasing, Inc. (NIGP), is displayed and used by BidNet under license from Periscope Holdings, Inc. (the authorized sub-licensor of NIGP), and is protected under the copyright laws of the United States. It may not be copied or used (in whole or part) by any party unless such party is authorized to do so under the terms of a written license agreement entered into with NIGP or its authorized sub-licensors expressly authorizing such party to use the NIGP Code. Unauthorized copying or use is prohibited. Dated: January 2016

Plan Holders List

Plan Holders List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

From: bidnotice.donotreply@doas.ga.gov
To: Tanisha Boynton
Subject: Confirmation of the Event Batch Email process - PE-66869-NONST-2026-000000025
Date: Wednesday, February 4, 2026 1:20:25 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Tanisha Boynton,
tboynton@stonecrestga.gov

Please review the particulars of an event for 66869-STONECREST, CITY OF furnished below.

Event Number: PE-66869-NONST-2026-000000025
Event Title: CITB-0002-26, Southeast Athletic Complex Dog Park
Event Type: Non-State Agency

Process Log
2026/02/04 13:03:50 : Log starts for - 40902562 - EVENT_RELEASE_TO_SUPL 2026/02/04 13:03:57 : Email Process Log for the Event#: PE-66869-NONST-2026-000000025 2026/02/04 13:03:57 : Email Batch# 2602040551 2026/02/04 13:03:57 : Notification Type: EVENT_RELEASE_TO_SUPL 2026/02/04 13:09:05 : Bad Email not sent to cschaffer@sperosIcom of SPEROS INC 2026/02/04 13:20:01 : Total No of Contacts found for sending Email: 2435 2026/02/04 13:20:01 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-66869-NONST-2026-000000025&sourceSystemType=gpr20

02/04/2026 01:20:01 PM

INVITATION TO BID
(DESIGN- BUILD CONSTRUCTION)
(CITB)

CITB-0002-26

SOUTHEAST ATHLETIC COMPLEX
DOG PARK

SOLICITATION ISSUE DATE: Wednesday, February 4, 2026

BID'S DUE DATE and OPENING DATE:
Wednesday, March 18, 2026, by 3:00 P.M.

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

"Electronic" Submittals Must be uploaded to "Bidnet"
https://Bidnetdirect.com/georgia/cityofstonecrest

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038

TABLE OF CONTENT

TITLE	PAGE NO.
GENERAL INFORMATION	2
PROCUREMENT SCHEDULED AND EVENTS	4
SCOPE OF WORK	5
GENERAL TERMS AND CONDITIONS	15
SPECIAL TERMS AND CONDITIONS	28

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – BIDDER'S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
14. TRENCH SAFETY
15. BID BOND
16. PERFORMANCE AND PAYMENT BOND
17. SCHEDULE I AND SCHEDULE II
18. SUBCONTRACTOR LIST
19. REFERENCES

Attachment B – Bid Cost Proposal Form (Bid Sheet)
Attachment C – Dog Park Location and GIS Map
Attachment D – Dog Park Amenities or Approved Equal To
Attachment E – Request for Approved Equal To
Attachment F – "Sample" Construction Contract – Fixed Project
Attachment G – Purchasing Policy

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

This project is funded by Special Purpose Local Optional Tax (SPLOST) Funds, providing funding for infrastructure projects such as street paving, sidewalks, parks improvements, intersection improvement and sidewalk improvements.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement Specialist / Buyer identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0194
Email: Tboynton@stonecresga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is ***Thursday, March 5, 2026 by 5:00 P.M.*** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.

- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any andall such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.

- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage of documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.

- **REQUEST FOR APPROVED EQUALS OR EQUIVALENT:** The products specified herein does not necessarily constitute the exhaustive list of products required to complete this project. Therefore, the Contractor is responsible for providing any other parts and materials needed to deliver a complete and fully operational system. All items, functioning capabilities and requirements listed within the scope of work are the **MINIMUM REQUIREMENT** acceptable to the City.

  The Contractor may use **Approved Equal or Equivalent** equipment and parts as applicable to stay in compliance with current industry standards. The Contractor shall provide the City technical specification, data sheets for any equipment, parts, and accessories that meets or exceeds the minimum requirement listed in herein. Bidders shall complete **Attachment "F" - Request for Approved Equal Form and submit request to Tboynton@stonecrestga.gov on or before 5:00PM, Thursday, March 5, 2026.** Requests received after the date and time specified will not be reviewed or accepted. Approval of such request is at the control and approval of the City.

Remainder of Page Intentionally Left Blank

PROCUREMENT SCHEDLE AND EVENTS

1. **PRE-BID MEETING & SITE VISIT**:
   There will be a Pre-Bid Meeting on **Wednesday, February 26, 2026,** at **10:30 am**, local time, at City of Stonecrest **Annex Conference Room**, located at **City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038**. The purpose of this pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and view the area in which services will be performed.

   Upon completion of the Pre-Bid meeting, staff and vendors will drive to the site. **Site Visit Location**: 5845 Hillvale Road, Stonecrest, Ga. 30058.

   It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:
   The City of Stonecrest uses Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:
   Electronic Bid Responses shall be submitted via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) in response to this solicitation**,** prior to the designated bids due date and time indicated in the solicitation, ***Wednesday, March 18, 2026,* by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

   BID BOND: REQUIRED FOR THIS SOLICITATION
   FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

   BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO *12:00 PM, TUESDAY, March 17, 2026*, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

   City of Stonecrest
   Procurement Department
   ATTN: Tanisha Boynton, Procurement Official
   3120 Stonecrest Blvd., Suite 190
   Stonecrest, Ga. 30038

   PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIBE AND NON-RESPONSIBLE DETERMINATION.

4. ELECTRONIC BID OPENING:
   All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

   Get the app now and be ready when your first meeting starts https://www.microsoft.com/en-us/microsoft-teams/downloadapp. Information on bid results and solicitations currently out to bid can be obtained on the City website: https://www.stonecrestga.gov/199/Procurement

Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 257 075 611 711 74
Passcode: 4MJ2Dh9F

SCOPE OF WORK

1. PURPOSE:
The City of Stonecrest ("City") is seeking qualified and experienced Design-Build Firm ("DBF"), herein after referred to as ("**Contractor**") to respond to a fixed (one-time) project for the Design-Build and Construction of a dog park at the Southeast Athletic Complex in the City of Stonecrest. The dog park shall include fencing, equipment, water fountain, installation of potable water line, access sidewalk etc. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid ("CITB").

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

Prices offered on the ***Attachment "B"*** - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Note: Bid Line Items may not be fully disbursed. Please incorporate the cost within the provided bid line items in ***Attachment "B".***

2. BACKGROUND:
Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 ("The Perimeter") and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:
The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

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

1. City of Stonecrest ordinances and regulations;
2. OSHA standards and guidelines;
3. Americans with Disabilities Act (ADA).
4. ASTM International standards for fences (F209) and playground surfaces (F1951, F2223), as amended;
5. U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook, as amended; and
6. Local, State, and Federal Park Installation regulations and requirements, as amended;

Note: Failure to follow governing regulations may lead to project delays and stoppage of work as deemed necessary by the Contract Administrator / Designee.

5. PROJECT LOCATION AND CONDITION: (See ***Attachment "C"*** – Dog Park Location & GIS Map)
The dog park will be constructed at the Southeast Athletic Complex, 5845 Hillvale Road, Stonecrest, Ga. 30058. Total internal area of small and large dog park is approximately 14,600 sq. ft. The complex is open to the public during regular operating hours. The Contractor shall take measures to not disrupt access to the parks. Link to Google Maps aerial view: https://maps.app.goo.gl/qBiwXrSxsZe5F3Qz9.

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

be established during this meeting.

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

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

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

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

6.5 The Contractor shall hold bi-weekly progress meetings at the site, including City and subcontractor representatives. The Contractor shall record meeting minutes and distribute them to attendees prior to the next progress meeting.

7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Contract Administrator / Designee and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

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

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

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

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

8.3 The Work shall be Substantially Completed within **120** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. WORK TO BE PERFORMED:

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein and in accordance with ***Attachment "D"*** – Dog Park Amenities, ***Attachment "C"*** – Dog Park Location and GIS Map, and manufacturers' technical Specifications. Work shall include but is not limited to; purchase and installation of amenities and equipment. The Contractor is to carefully review and comply with all the notes and requirements shown on ***Attachment "C" and Attachment "D"***.

Note: Attachment "C" – Amenities are illustrative of the amenities the City would like used for the dog park.

9.1 Surveying:

A Georgia licensed land surveyor shall lay out the park and roadway boundaries. Upon achievement of substantial completion milestone, the contractor shall provide the City with an as-built plan prepared by the land surveyor.

9.2 Design:

A Georgia licensed design professional (civil engineer or landscape architect) shall prepare a detailed design for the dog park and associated amenities based on the schematic layout provided by the City. Design shall be reviewed by the City. Construction shall move forward after the City has indicated plan approval in writing.

9.3 Erosion Control:

The Contractor is to install erosion controls around the area of land to be disturbed. The erosion control plan, prepared by a certified professional, is to be provided to the City in advance for review and approval. Erosion control elements are to be maintained for the duration of the construction period.

9.4 Clearing and grubbing:

Existing ground cover is to be removed. This shall include the removal of existing kudzu on site. A minimum of 20 ft. is to be cleared beyond the footprint of the new construction.

9.5 Excavation and grading:

Excavated material shall be disposed of offsite in a lawful manner.

9.6 Fencing:

The Contractor shall supply and install approximately 1,050 linear feet of 5 ft. tall, 2-inch diameter post, black, chain link fencing with bottom rail and top rails shall be installed per schematic layout provided. A doggie airlock (double-gate system) is essential for safety, allowing dogs to enter/exit off-leash in a contained space.

9.7 Gates:

The Contractor shall supply and install Three (3), 4ft wide walk gates with spring loaded closer and hardware including latch/lock hardware shall be provided at entrance to the dog park to prevent unauthorized dog entry and exit.

FENCE & GATE ILLUSTRATION

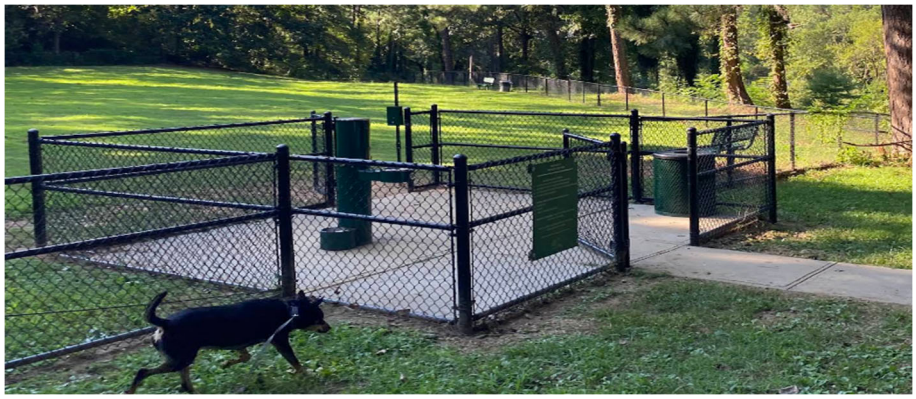


ILLUSTRATION OF DOG PARK ENTRANCE CONFIGURATION SHOWING LEASHING/UNLEASHING ENTRANCE AREA WITH FOUNTAIN

9.8 Ground Cover & Sod:

The Contractor shall supply and install ground cover within the dog park.

9.8.1 Grass:

The Contractor shall maintain grass by watering and fertilizing for a period of thirty (30) days period after substantial completion.

9.8.2 Sod:

The Contractor shall supply and install TIFTUF Bermuda Sod. After construction has been completed the disturbed area around the facility footprint shall be permanently stabilized with grass sod. The Contract shall supply and install sod. The Contractor shall water and fertilize the installed sod for a thirty (30) day period beyond installation to ensure viability.

9.9 Trees:

The Contractor shall supply and install Three (3) black gum trees outside the fencing of the dog park to provide shade. Trees shall be 3-inch caliper and must be staked. Exact position of trees is to be determined in the field by the City representative.

9.10 Park Amenities: (***Attachment "B"*** – Dog Park Amenities or **Approved Equal To**)

Playground equipment, benches, and associated footings, pet waste station, leash post, trash receptacle, and drinking fountain and associated plumbing (shall include verification and connection to existing water line, dry backflow preventer, permit application, review, inspection, and signoff).

9.11 Signage:

A sign, similar to the one shown below, shall be installed at the entrance to the dog park in a location that is readily visible at eye level.



9.12 Permitting:

Georgia Soil and Water Conservation Commission (GSWCC) and City of Stonecrest permitting will be required. City of Stonecrest permitting fees will be waived.

9.13 Progress Plans:

Proposer is to provide the City with a full set of plans at the 30% and 90% stage for review and comments. 100% complete plans are to be used for permitting.

9.14 Construction Documents:

The Contractor shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These redlined plans shall be made available throughout the contract. Prior to Final Completion, the DBC shall submit close-out documents including a PDF set of as-built plans.

9.15 Installation:

The Contractor shall include all costs associated with the foundations, installation, and removal of spoils etc. of items described below:

- Material and Installation of five (5) foot tall black vinyl coated #11-1/2-gauge chain link fence.
- Material and installation of all top rail, line posts with concrete, corner posts with concrete, gate posts with concrete, bottom tension wire.
- Material and installation of dark green PVC slats.
- Material and installation of single swing gates, as described above.

9.16 Repair:

The Contractor shall protect, touch-up, repair, or replace damaged material, items and products until receipt of final acceptance from the Contract Administrator/Designee at no additional cost to the City.

9.17 Utilities:

9.17.1 The Contractor may encounter utilities at the locations where work is to be performed. The Contractor shall contact the City Engineer/Designee to discuss next steps. The Contractor shall work with the City to ensure the applicable companies are notified and obtain all applicable clearances prior to commencement of any clearing and excavation activities.

9.17.2 Disruption in services:

It is not anticipated there will be a disruption in service. However, if it is necessary, the Contractor

shall notify the Contract Administrator/Designee and obtain written authorization prior to commencement of such work.

9.18 Schedule:
The Contractor shall submit a construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with a Notice-to-Proceed (NTP through Final Completion. Schedules shall be provided within 5 business days of NTP.

9.19 Electrical
All electrical work shall be done in accordance with IBC, NFPA, and NEC.

9.20 Amenities Minium Requirements **or Approved Equal To**:
The Contractor shall provide amenities and equipment that are in the same style depicted in ***Attachment "D"*** – Amenities or an **Approved Equal To**.

Note: Products provided by the Contractor shall be installed in accordance with manufacturer's instructions and technical specifications.

Manufacturer: The Park and Facilities or **Approved Equal To**

- Doggy Drinking Fountain – Model No. 513-1018 or **Approved Equal To**.
- Pet Waste Station with Sign – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Bag Dispenser – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Station Trash Receptacle – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Station Mounting Post – Model No. 135-1015 or **Approved Equal To**.
- Basic Bench – Model No. 439-1011 or **Approved Equal To**.
- Leash Post – Model No. 439-1010 or **Approved Equal To**.
- Trash Receptacle – Model No. 439-1013 or **Approved Equal To**.
- King of The Hill – Model No. 439-1001 or **Approved Equal To**.
- Doogie Crawl – Model No. 439-1007 or **Approved Equal To**.
- Hoop Jump – Model No. 439-1007 or **Approved Equal To**.
- Rover Jump Over – Model No. 439-1006 **Approved Equal To**.

Note: Please Refer to page ITB-3, Request for Approved Equals or Equivalent. Contractor shall provide the accepted and approved gazebo style and type submitted bid response.

Alternatives/Deviations: Alternatives/Deviations after bids due date and contract award shall be at no additional cost to the City, if accepted by the City. The Contractor shall purchase and install the gazebo style and type approved by the City. Alternatives/Deviations will not be accepted without written authorization by the City. If Alternative/Deviations are approved by the City, it will be at no additional cost to the City. The amount to be paid to the Contractor shall be in accordance with Attachment "B" – Bid Cost Proposal (Bid Sheet) received on bids due date.

9.21 Materials and Equipment:
Materials & Equipment shall be non-toxic, and resistant to weather, chewing, and scratching. Common materials include heavy0duty metal, aluminum, and thermoplastic coating. Equipment shall be free of sharp edges, pinch points, and entrapment hazards. Safe surfacing, such as wood fiber or engineered wood fiber (EWF), is recommended to provide stability and safety.

9.22 Sidewalk and ADA Ramp:
The Contractor shall install a 5 ft sidewalk and ADA Ramp where specified in ***Attachment "C"*** – Dog Park Location and GIS Map. The ADA Ramp shall be installed in compliance with ADA requirements. Sidewalk installation includes clearing, grubbing, and installation of temporary erosion control measures.

9.23 Water Line:

The Contractor shall install a water line for the fountain that will be installed. Refer to Attachment "C" – Dog Park Location and GIS Map to view the existing water and sewer infrastructure at the site. The drinking fountain at the dog park shall be connected to the existing 8-inch diameter ductile iron portable water line on site.

10. CONTRACTOR RESPONSIBILITIES:

Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

10.1 Person of Contact (POC):

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

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

10.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

10.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

10.7 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10.8 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

10.9 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

10.10 The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this contract.

10.11 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

10.12 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

10.13 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

10.14 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

10.15 The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).

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

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

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

13. LIQUIDATED DAMAGES:
Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars **($100.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

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

14.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

14.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

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

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

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

18. DISPOSAL OF EXCESS MATERIAL:
All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

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

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

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

22. WARRANTY:
The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, parts, components, equipment and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by City. Parts and equipment shall be replaced during the warranty period and have a warranty matching that of the original part from date of replacement. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

Thermoplastic/Canine Coated Elements shall have a warranty of five (5) years.

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

24. WORK ACCEPTANCE:

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

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

25. FINAL INSPECTION AND WORK ACCEPTANCE:

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

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

25.2 Submitted all other required contract deliverables; and

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

25.4 The Contractor shall provide the following upon completion of the project:

25.4.1 Product list containing product names, product numbers, contact information and method of application for all materials used on the project.

25.4.2 Warranty letter (to cover a one-year period of trees starting with final written acceptance by the City)

26. REPORTING REQUIREMENTS:

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

27. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Invoices will be reviewed and approved by City staff prior to payment. Invoices shall be submitted once a month. Invoices shall consist of the following:

27.1 Construction and installation service progress for the project.

27.2 Supporting documentation including narrative of completed work with associated photos, and any other data required by the City (e.g. daily activity reports).

27.3 Invoice should be signed by Contract Administrator/Designee.

27.4 Final Invoice Payment: Upon Completion and City's Acceptance of Work.

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

Remainder of Page Intentionally Left Blank

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page CITB-2 of this solicitation package and on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Questions received after this time will not be answered.

    - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**).

    - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.

    - **Bidder** shall verify in Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.

2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

    The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BID BOND: REQUIRED FOR THIS SOLICITATION.**
    A COPY OF THE BID BOND MUST BE UPLOADED IN BIDNET. FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.
    Each submittal shall be accompanied by a bid guaranty in an amount equal to five (5)% percent of the total bid amount, payable to The City of Stonecrest. A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City, or bid bond in such amount, shall accompany each bid response as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid submittal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the bid of the successful Bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds

within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

5. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.

6. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report should be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
   - Excellent - Far exceeds requirements.
   - Good - Exceeds requirements
   - Fair - Just meets requirements.
   - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
   - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

   This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

7. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.

8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.

9. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

   The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

   The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

   The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

   Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

10. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.

11. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

    "Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure."**

12. **CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

13. **CONTRACT ADMINISTRATOR:** The City may designate a Contract Administrator whose principal duties shall be:
    - Liaison with Proposer.
    - Coordinate and approve all work under the contract.
    - Resolve any disputes.
    - Assure consistency and quality of Proposer's performance.
    - Schedule and conduct Proposer performance evaluations and document findings.
    - Review and approve for payment all invoices for work performed or items delivered.

14. **CONTRACT PERIOD:** This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).

15. **DEBARRED OR SUSPENDED BIDDERS:** The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

    In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

16. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

17. **DRUG-FREE WORKPLACE:** Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the

procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. **DUN & BRADSTREET REPORT REQUIREMENT:** The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

19. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

    The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

20. **GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

21. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

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

    In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

    The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

23. INCONSISTENCIES: Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page CITB-4 of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

24. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.

25. INSURANCE: Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.

26. JURISDICTION, VENUE, WAIVER OF JURY TRIAL: The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

27. LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

28. LOBBYING ACTIVITIES: ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws GA R&R - GAC - Subject

111-1-2 VENDOR RELATIONSHIPS.

29. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.

30. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.

31. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

32. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

    Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

    Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

33. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

34. **NON-DISCRIMINATION:** It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia

and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

35. NOTICE: Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

36. OPEN RECORDS ACT:
The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

(a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

(b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120

STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR TELEPHONE (770) 224-0200.

37. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

38. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

39. **PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number***.

    The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

40. **PERFORMANCE AND PAYMENT BOND: REQUIRED FOR THIS SOLICITATION**
    BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

    1. This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of $100,000.00; however, the City may also require bonds for construction contracts valued at less than $100,000.00 of for any non-construction contracts.

        - Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

    2. The Contractor shall furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.
    3. Should the successful Bidder fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Georgia, cash, cashiers or official bank check.

    4. All bonds must be underwritten by a surety company authorized to issue bonds in the State of

Georgia. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Contract.

5. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Georgia, or it ceases to meet the requirements of O.C.G.A. § 36-91-70, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

6. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Bidder shall provide an annually renewed Bond. Bonds shall be executed by the Bidder and surety company authorized to do business in the State of Georgia with an A.M. Best rating of "A-"(Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.

7. If the value of the contracted work increases, the Bidder shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.

8. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

41. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page CITB-29-30 of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing the type of services requested herein in Dekalb County and the City, shall constitute an event of default.

42. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

43. PRICES: Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

- **C.O.D.:** Cash on delivery shipments will not be accepted.

- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

44. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

  1. *Timeliness.*
     a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.

     b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

     c. Untimely protests are invalid and shall be denied as such.

  2. *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:
     a. Identity and contact information of protestor;

     b. Appropriate identification of the subject solicitation or award;

     c. Detailed statement of the legal and factual grounds of the protest;

     d. Documentation supporting the protest and/or allegations;

     e. Statement of the specific relief requested; and

     f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

  3. *Submission of Protests.* All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.

  4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

  5. *Decision on Protest.* The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

  6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within

seven (7) days of receipt of the decision.

a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

45. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

46. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

47. RESERVATION FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the

Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts, the number and scope of conditions attached to the bid.

48. **RIGHTS TO INVESTIGATE AND AUDIT:** OFFICE OF THE INSPECTOR GENERAL - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

49. **SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.

50. **SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

    Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

    False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

    Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth $100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

51. **STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

    The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to

conduct business in the State of Georgia.

52. **TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City *unless an exemption is available to the Contractor or contractor,* nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

53. **TERMINATION:**

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

54. **WITHDRAWALS**: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

Remainder of Page Intentionally Left Blank

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:
This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:
There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract and/or Purchase Order (PO) incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:
The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:
The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **three (3) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:
In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. ***Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination. Submittal will not be evaluated and considered for award.***

THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPOSIBLE TO THIS SOLICITATION. ***Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination. Submittal will not be evaluated and considered for award.***

Required licenses and certifications shall consist of the following, but are not limited to:

State:
- General Contractors License
- Design Professional License
- Land Survey License
- Utility/Excavation Certificate provided by GDOT or applicable agency
- Licensed Professional Engineer (Georgia)

Note: Business Must be registered to do business in the State of Georgia

6. REQUIRED PERMITS AND FEES:
The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Georgia Soil and Water Conservation Commission (GSWCC), Dekalb County Watershed Management, and City of Stonecrest permit (Cost Waived) as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:
Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

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

Workers' Compensation (WC):	
Bodily injury by Accident – each employee	$ 100,000
Bodily injury by Disease – each employee	$ 100,000
Bodily injury by Disease – policy limit	$ 500,000
Commercial General Liability (CGL): Each Occurrence Limit:	$ 1,000,000
Damage to Rented Premises – Ea. Occ.	$ 300,000
Medical Expense – any one person	$ 10,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000
Excess/Umbrella Liability:	
Each Occurrence:	$5,000,000
Aggregate:	$5,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident, $100,000 disease per employee and $500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.
For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

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

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

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

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. **The City shall be named as an *Additional Insured on all liability policies*, with the exception of Workers' Compensation.**
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:
City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov

Remainder of Page Intentionally Left Blank

ATTACHMENT "A"

BIDDER'S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder's submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

_____ Bidder's Certification Page signed and notarized

_____ All required forms completed, signed and notarized (as applicable)

_____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.

_____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ _____
NAME OF BUSINESS E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

_____
PRINTED NAME AND TITLE

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

_____
TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip:_____

Telephone No._____ FAX No._____Email: _____

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

_____

_____

_____

_____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	**Title**	**Telephone Number**

_____ Date: _____
Authorized Signature / Name

_____ Federal Employer I.D. No. (FEIN): _____
Title

Dun and Bradstreet No.: _____

_____
Legal Business Name Website Address: _____

Principal Place of Business Address:_____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
___Other - Specify

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by _____the_____
(Authorized Officer or Agent Print) (Title)

of _____
(Name of Company)

_____ _____
SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____ E-mail Address: _____

Date: _____

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: ___ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

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

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

_____ _____

Notary Public Signature Commission Number

_____ _____

Notary Name, Printed, Typed or Stamped Commission Expires

DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

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

THIS CERTIFICATION is submitted by _____ (Authorized Officer or Agent Print) the _____ (Title)
of _____ (Name of Company)

_____ _____
Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

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

Contractor(s) Name: _____

Address:_____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

_____ _____

E Verify ™ Company Identification Number Date of Authorization

BY: _____ _____

(Authorized Officer or Agent) Title

Date: _____

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ **(SEAL)**

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INDEMINIFICATION CLAUSE

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

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

_____ _____ _____

Bidder's Name Signature Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

_____ _____
Bidder's Name Signature

_____ _____
Title Date

_____
Company/Firm Name

_____
Address

_____
Phone Number

_____
E-Mail Address

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature **(SEAL)**

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his/her bid and in the Total Bid Price are costs for complying with the Georgia Underground Facility Protection Act (GUFPA). The Bidder further identifies the costs of such compliance to summarized below:

Trench Safety Measures (Describe)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				

The Bidder certifies that all trench excavation done within his/her control in excess of five (5') feet in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R.s. 1926.650 Subpart P. and the Georgia Underground Facility Protection Act (GUFPA).

Failure to complete the above may result in a non-responsive, non-responsible determination.

Date: _____

Name: _____ Signature: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INSURANCE

BIDDERS **MUST** SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BONDING REQUIREMENTS

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

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

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

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.
Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

PERFORMANCE AND PAYMENT BOND

BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of $100,000.00; however, the City may also require bonds for construction contracts valued at less than $100,000.00 of for any non-construction contracts.

Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

The Contractor shall furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

SCHEDULE 1

BID NUMBER:_____ LIAISON:_____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS

ENTERPRISE TO:_____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual _____a corporation _____a partnership _____a joint venture

_____The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____ % of the dollar value will be awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE:_____ BY:_____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-1

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

BID NUMBER:_____ LIAISON:_____

TO:_____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual_____a corporation _____a partnership _____a joint venture

____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____% of the dollar value will be awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF LOCAL CONTRACTOR)

DATE:_____

BY:_____
(SIGNATURE OF LOCAL CONTRACTOR)

SCH-2

SUBCONTRACTORS

Please provide a list of Subcontractors that will be used to complete the work requested herein

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

Company Name:_____

Address: _____

Phone Number: _____ E-mail: _____

License Held:_____ License Number: _____

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Design-Build and Construction Services for a Dog Park in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0002-25, Southeast Athletic Complex Dog Park

* **NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

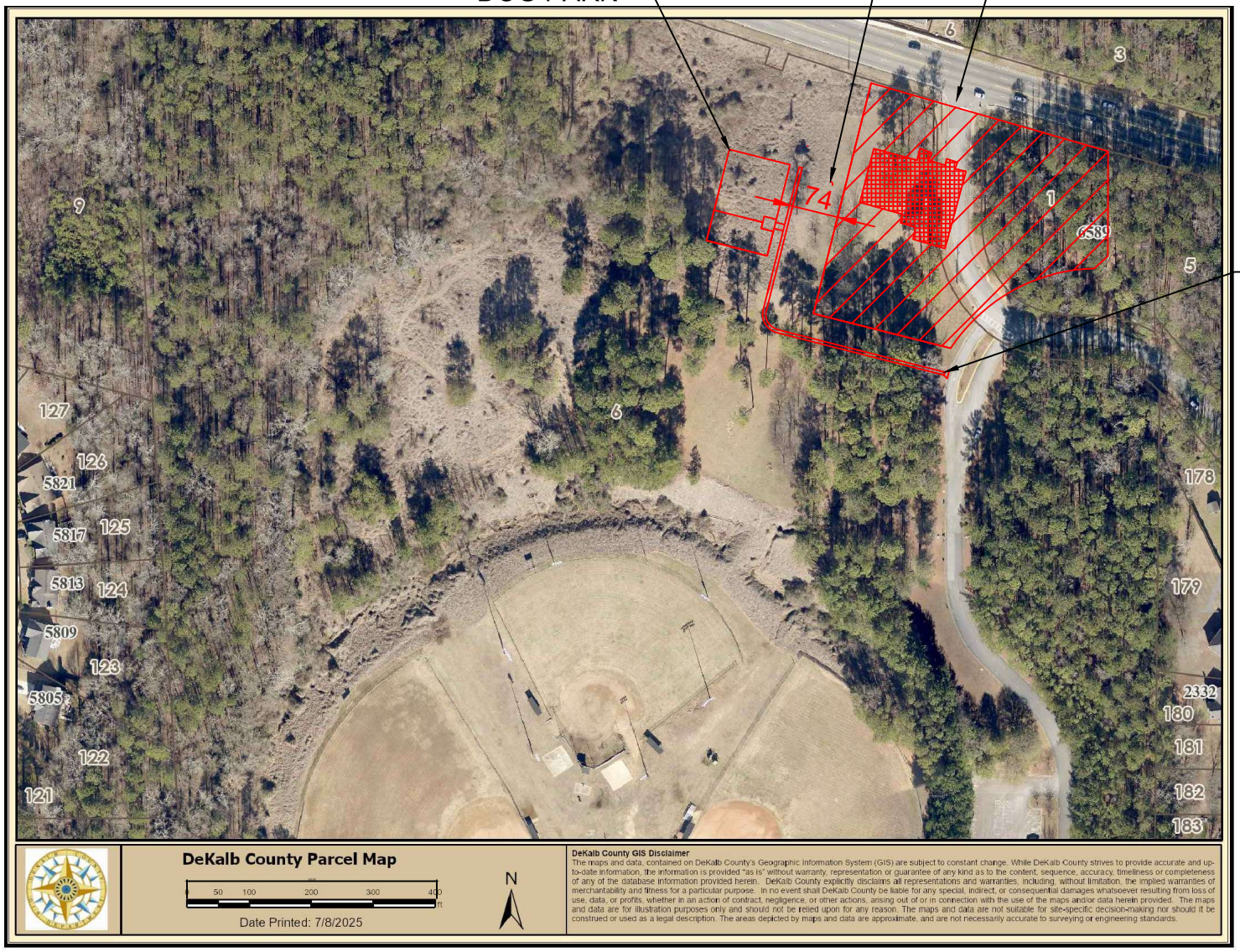
ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Design Services	LS	1	$	$
2	Entrance: Construct, Install and Remove	EA	1	$	$
3	Double Row Slit Fence: Type S	LF	1380	$	$
4	Clearing and Grubbing	SY	5140	$	$
5	Seeding, Temporary Erosion Control	SY	5140	$	$
6	Seeding, Permanent Erosion Control: Outside Dog Park	SY	3160	$	$
7	Fencing (Including 3 Single Leaf Gates)	LF	720	$	$
8	TIFTUF Bermuda Sod: Installed inside dog park	SY	1622	$	$
9	Doggie Drinking Fountain: Model No. 513-1018 or Approved Equal To	EA	1	$	$
10	Pet Waste Station with Sign: Model No. 135-1015 or Approved Equal To	EA	1	$	$
11	Pet Waste Bag Dispenser: Model No. 135-1015 or Approved Equal To	EA	2	$	$
12	Pet Waste Station Trash Receptacle: Model No. 135-1015 or Approved Equal To	EA	1	$	$
13	Pet Waste Station Mounting Post: Model No. 135-1015 or Approved Equal To	EA	1	$	$
14	Basic Bench "Paws and Bone": Model 439-1011 or Approved Equal To	EA	4	$	$

15	Leash Post: Model 439-1010 or Approved Equal To	EA	2	$	$
16	Trash Receptacle: Model 439-1013 or Approved Equal To	EA	1	$	$
17	King of the Hill “Cover”: Model No. 439-1001 or Approved Equal To	EA	2	$	$
18	Doogie Crawl: Model No. 439-1007 or Approved Equal To	EA	2	$	$
19	Hoop Jump: Model No. 439-1007 or Approved Equal To	EA	1	$	$
20	Rover Jump Over: Model No. 439-1006 or Approved Equal To	EA	2	$	$
21	Sidewalk: 5 ft, Approximately 4” Thick, No Rebar	SY	300	$	$
22	ADA Ramp	EA	1	$	$
23	Black Gum Tree: Minimum 3” Caliper	EA	3	$	$
24	Water Line to Fountain	LF	470	$	$
25	Signage	LS	1	$	$
			TOTAL COST:	$	

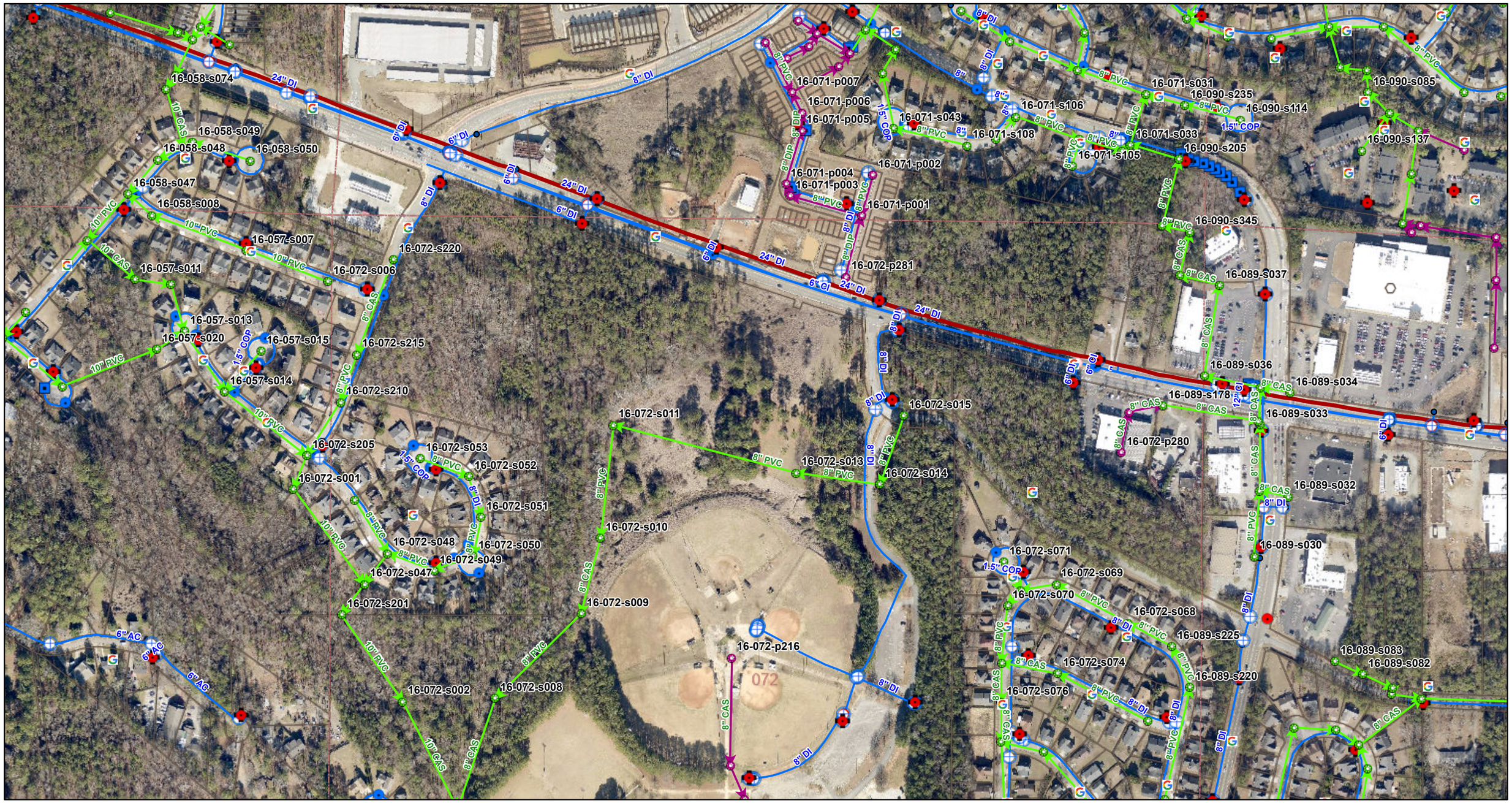
TOTAL COST IN WORDS:

ATTACHMENT "C"
DOG PARK LOCATION INFORMATION



DOG PARK LOCATION

ATTACHMENT "C"
DOG PARK LOCATION INFORMATION
"GIS MAP"



7/10/2025, 1:58:14 PM

1:4,514

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

Google Street View

Manholes
- DEKALB
- PRIVATE

Sewer Mains
- DEKALB
- PRIVATE
- Water Hydrants
- Water Valves

Water Fittings
- 11 Bend
- 22 Bend
- 45 Bend
- 90 Bend
- Hydrant Tap
- Plug
- Reducer
- Tap Sleeve
- Tee
- Valve
- WML
- Water Transmission Lines
- Water Mains
- Land Lot

Districts
- Legal Annotation
- District
- Land Lot
- Parcels

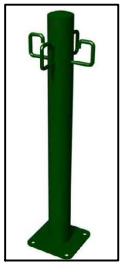
DeKalb County Watershed Managment

The data provided in this map is provided for informational and planning purposes only. DeKalb County DWM is not responsible for the misuse or misrepresentation of the data.

ATTACHMENT "D"
AMENITIES OR APPROVE EQUAL TO



1) Paws and Bone Bench (4)



2) Leash Post (2)



3) Trash Receptacle (1)



4) Pet Waste Station (1)



5) Doggie Crawl (2)



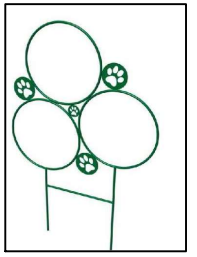
6) Rover Jump Over (2)



7) Drinking Fountain (1)



8) King of the Hill (2)



9) Hoop Jump (1)

DOG PARK AMENITIES

Attachment "E"

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the City's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the TBoynton@stonecrestga.gov, no later than date and time listed on page **ITB-3** in the **Solicitation.** The City's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through DemandStar.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. City is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: _____

Contact Name/Title: _____

E-mail:_____ Phone: _____

Solicitation No.:_____Solicitation Title: _____

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

_____

_____

Request for Approved Equal:

Manufacturer Offered: _____

Model No./Product: _____

Description of product offered for approved equal:

_____

_____

_____

_____

Product Literature is attached to this form? ☐ Yes ☐ No

For City Use Only

City Response: ☐ Approved ☐ Not Approved

Reasons: _____

_____

THE CITY OF STONECREST, GEORGIA

CONTRACT FOR

SOUTHEAST ATHLETIC COMPLEX DOG PARK

SAMPLE

Table of Contents

ARTICLE I THE CONTRACT AND THE CONTRACT DOCUMENTS 1
1.1 The Contract 1
1.2 The Contract Documents 1
1.3 Entire Agreement 1
1.4 No Privity with Others 2
1.5 Intent and Interpretation 2
1.6 Ownership of Contract Documents 3
1.7 Hierarchy of Contract Documents 3
ARTICLE II THE WORK 3
ARTICLE III CONTRACT TIME 4
3.1 Contract Term 4
3.2 Time and Liquidated Damages 4
3.3 Substantial Completion 4
3.4 Time is of the Essence 5
ARTICLE IV CONTRACT PRICE 5
4.1 The Contract Price 5
ARTICLE V PAYMENT OF THE CONTRACT PRICE 5
5.1 Schedule of Values 5
5.2 Payment Procedure 5
5.3 Withheld Payment 7
5.4 Unexcused Failure to Pay 8
5.5 Substantial Completion 8
5.6 Completion and Final Payment 8
ARTICLE VI THE OWNER 10
6.1 Information, Services and Things Required from Owner 10
6.2 Right to Stop Work 10
6.3 Owner's Right to Perform Work 10
ARTICLE VII THE CONTRACTOR 11
7.1 The Contractor 11
7.2 Compliance with Contract 11
7.3 Reasonable Care and Skill 11

SAMPLE

7.4 Warranty 11
7.5 Permits 12
7.6 Supervision 12
7.7 Schedules 12
7.8 Required Documents at the Site 13
7.9 Shop Drawings, Product Data and Samples 13
7.10 Cleaning the Site and the Project 13
7.11 Access to Work 13
7.12 Indemnity 14
7.13 Means, Methods, Techniques, Sequences, Procedures and Safety 14
7.14 Separate Contracts 14
ARTICLE VIII CONTRACT ADMINISTRATION 14
8.1 Engineering ..... **Error! Bookmark not defined.**
8.2 Engineer's Administration 14
8.3 Claims by the Contractor 16
8.4 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated 17
ARTICLE IX SUBCONTRACTORS 18
9.1 Definition 18
9.2 Award of Subcontracts 18
ARTICLE X CHANGES IN THE WORK 18
10.1 Changes Permitted 18
10.2 Change Order Defined 18
10.3 Changes in the Contract Price 18
10.4 Effect of Executed Change Order 19
10.5 Notice to Surety; Consent 20
ARTICLE XI UNCOVERING AND CORRECTING WORK 20
11.1 Uncovering Work 20
11.2 Correcting Work 20
11.3 Owner May Accept Defective or Nonconforming Work 21
ARTICLE XII CONTRACT TERMINATION 21
12.1 Termination by the Contractor 21

SAMPLE

12.2 Termination by the Owner 22
12.3 Renewal 23
ARTICLE XIII OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE 24
ARTICLE XIV INSURANCE 25
ARTICLE XV MISCELLANEOUS 26
15.1 Governing Law 26
15.2 Successors and Assigns 27
15.3 Interpretation 27
15.4 Severability 27
15.5 Amendment and Waiver 27
15.6 Notice 27
15.7 Time is of the Essence 28
15.8 Participation in Federal Work Authorization Program 28
15.9 Counterparts 28
15.10 Captions 29
15.11 Surety 29
15.12 Interpretation 29

EXHIBIT A SCOPE OF WORK

EXHIBIT B COST ESTIMATE

EXHIBIT C E-VERIFY AFFIDAVIT

SAMPLE

PURCHASING POLICY OF THE CITY OF STONECREST, GEORGIA

LAST REVISED: 02.10.25, 03.10.25

TABLE OF CONTENTS

SECTION I – GENERAL PROVISIONS 4
(1) PURPOSE AND OBJECTIVE 4
(2) SCOPE OF POLICY 5
(3) DEFINITIONS 6
SECTION II – ETHICS IN PROCUREMENT 12
SECTION III – PROCUREMENT OFFICIAL 16
SECTION IV – PROCUREMENT PROCESS 18
SECTION V – PURCHASING THRESHOLDS 23
(1) PURCHASING THRESHOLDS MATRIX 23
(2) PURCHASING THRESHOLDS EXPLAINED 24
SECTION VI – COMPETITIVE PROCUREMENTS 26
(1) INFORMAL SOLICITATIONS 26
(2) FORMAL SOLICITATIONS 27
(3) Solicitations Requiring Public Notice in Georgia Procurement Registry (GPR) 38
SECTION VII – NON-COMPETITIVE PROCUREMENTS 38
SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING..... 44
SECTION IX – PREFERABLE GOODS AND SERVICES..... 44
(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA 45
(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES..... 46
SECTION X – PROTESTS, SUSPENSION, and DEBARMENT 49
SECTION XI – PROPERTY DISPOSAL 49
APPENDICES 51
APPENDIX A: Projects Using FAHP, GDOT, AND Federal Funding 55
APPENDIX B: SAMPLE REQUISITION FORM 58
APPENDIX C: SAMPLE SOLICITATION REQUEST FORM 60
APPENDIX D: SAMPLE SOLE/SINGLE SOURCE PROCUREMENT REQUEST AND JUSTIFICATION FORM 67
APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM 69
APPENDIX F: SAMPLE CITY/EMPLOYEE OFFICIAL CONFLICT OF INTEREST DECLARATION FORM 72
APPENDIX G: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM 74
APPENDIX H: SAMPLE DBE OGJECTIVES AND GOALS 76
APPENDIX I: EXAMPLE OF DBE GOALS..... 78
APPENDIX J: SAMPLE DBE GOOD FAITH EFFORTS FORM..... 79

<u>DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING:</u> THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.

SECTION I – GENERAL PROVISIONS

(1) PURPOSE AND OBJECTIVE

The purpose of this policy is to provide guidance to personnel engaged in the purchasing process throughout the City of Stonecrest. Officially publish the administrative rules governing the City's purchasing and procurement activities for acquisition and contracting of Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy is to ensure compliance with the State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.), Georgia Statutes, City Charter, City Procurement Code (*Reference Purchasing Policy, Procurement Processes and Procedures*), State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), and National Institute of Government Purchasing (NIGP) and the Institute for Supply Management (ISM) and applicable additional requirements when utilizing SPLOST, ARPA, Federal Grant Funds.

Additionally, this policy provides clarification on the duties, responsibility and authority of City Council, City Manager, Procurement Official and City staff participating in purchasing and procurement activities on the behalf of the City. This policy defines the Procurement Departments functions and outlines processes and procedure providing internal oversight, controls, and mechanisms needed to allow the City to meet the following goals:

A. Ensure that tax dollars are spent in the most transparent, economical and efficient manner;

B. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;

C. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;

D. Safeguard the quality and integrity of the City's procurement process;

E. Ensure compliance with state, local, and federal laws and regulations pertaining to procurement;

F. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;

G. Administer procurement contracts and contract amendments;

H. Properly dispose of all material and equipment declared to be surplus or obsolete; and

I. Maintain proper record keeping of all purchasing and procurement activities.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations,

reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

(2) SCOPE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq*.;

B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;

C. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;

D. Antiques and other unique assets of historical value, including restoration of these items;

E. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F) (Real Estate Acquisitions);

F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;

H. Dues, memberships, and board member fees;

I. Insurance procured through a negotiating process;

J. Legal services, litigation, experts and materials, and related legal expenses;

K. Items or services procured for resale or to generate a revenue;

L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;

M. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;

N. Subscriptions and dues established during the budget process;

O. Utilities;

P. Seized Property included in a court order authorizing disposal;

Q. Grant awards or agreements that require certain firms or individuals to perform the work;

R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

(3) DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.

B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.

C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.

D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.

E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.

F. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.

G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.

H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.

I. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

J. **CONSTRUCTION** means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.

K. **CONSTRUCTION SERVICES** means services rendered by an independent and licensed contractor having expertise in Construction.

L. **CONTRACT** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

M. **CONTRACT EXTENSION** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

N. **CONTRACT RENEWAL** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

O. **COOPERATIVE PURCHASE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

P. **EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.

Q. **EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

R. **EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.

S. **END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

T. **ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.

U. **GEORGIA PROCUREMENT REGISTRY** means the state's central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.

V. **GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.

W. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.

X. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).

Y. **INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does

not require a more formal Bid or proposal process.

Z. INVITATION TO BID (ITB) means a method used solicit competitive sealed bid responses based on price.. A contract/PO can be issued to the lowest responsive and responsible bidder. This method requires a well-defined scope of work/services, bid line items and additional relevant information is needed to ensure bidders have sufficient information to submit a final bid cost proposal in response to the solicitation.

AA. LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

BB. LIFE CYCLE COST ASSESSMENT means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.

CC. MULTIPLE AWARD CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.

DD. NEGOTIATED AWARD means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

EE. OFFICIAL means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.

FF. ORDINANCE means related Administration Ordinance in Chapter 2 of the City's Municipal Code.

GG. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.

HH. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.

II. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

JJ. PIGGYBACK PURCHASE means using an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Suppliers must offer the

City the same prices, terms and conditions as that of the issuing entity.

KK. PRACTICAL means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

MM. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

NN. PROCUREMENT means the process of acquiring products, goods, and services by balancing and negotiating prices, resources, and time for business purposes. It involves strategic selection and purchasing to ensure the organization has the necessary resources to operate competitively and effectively. Procurement represents more strategic and less purely transactional process. Procurement involves strategic selection and purchasing of materials by finding the right suppliers, negotiating contracts, and assisting with managing relationships with stakeholders, Vendors and the community**.**

OO. PROCUREMENT OFFICIAL means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.

PP. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

QQ. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.

RR. PURCHASE ORDER means a document approved and issued by the Procurement Official or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.

SS. PURCHASING is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.

TT. REAL ESTATE means land and any improvements and appurtenances thereto.

UU. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or

usufruct in Real Estate by purchase or lease.

VV. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

WW. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.

XX. REQUESTOR means the employee entering a Purchase Requisition into Tyler or submitting a Purchase Requisition Request Package to the Procurement Department seeking authorization and assistance to procure good and/or services.

YY. REQUISITION means an internal document, provided by a department to the Procurement Official that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

ZZ. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

VV. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

WW. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.

XX. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.

YY. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.

ZZ. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given

Purchasing need of the City.

AAA. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

BBB. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

CCC. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

DDD. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

SECTION II – ETHICS IN PROCUREMENT

Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of

interest with regard to matters pertaining to that substantial interest. *See* Appendix C for Sample City Employee/Official Conflict of Interest Disclosure

4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.

5. The terms "immediate family" and "substantial interest" shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits*. It shall be unethical for any Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment, services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

   It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

   i. A "thing of value" shall not include:

      a. Any gift with a value less than ***$100.00***;
      b. Food or beverage consumed at a single meal or event;
      c. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
      d. Promotional items generally distributed to the general public or to public officers;
      e. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
      f. Educational events, materials, and meals as described in subparagraph (ii).

   ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity's facility or at any other

place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.

2. *Kickbacks and Rebates*. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

3. *Contract Clause*. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A "contingent fee" as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

D. Use of Confidential Information

It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. *Legal or disciplinary action by City Council*. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.

2. *Legal or disciplinary action by City Manager*. The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.

3. *Administrative penalties for Employees*. The City Manager may impose any one or more

of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

a) Oral or written warnings or reprimands.

b) Suspensions with or without pay for specified periods of time.

c) Termination of employment.

4. *Administrative penalties for outside contractors/Vendors*. The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

a) Written warnings or reprimands.

b) Termination of Contracts.

c) Debarment or suspension.

G. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See* Appendix D for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

SECTION III – PROCUREMENT OFFICIAL

The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement Official for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement Official under the direction and control of the City Manager.

A. Duties and Responsibilities

The Procurement Official shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, City of Stonecrest Code of Ordinances, and Georgia law, and federal when applicable.

2. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.

3. Manage and supervise purchasing staff.

4. Review and approve requisitions.

5. Review and approval solicitation drafts prior to release.

6. Control and supervise all City storerooms and warehouses.

7. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.

8. Recommend revisions to the Purchasing Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Purchasing Policy shall be subject to the approval of City Council.

9. Plan and implement processes for the ongoing protection of the City's interests.

10. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.

11. Maintain an inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the

Finance Director that include:

a) Titles of all formal solicitations and the method of source selections to be used.

b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.

c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.

d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.

e) Amendments or change orders authorized by the Procurement Official and the dollar amount and reason.

f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.

g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.

12. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.

13. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.

14. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.

15. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.

16. Create agenda items when solicitations, piggyback, cooperative purchases require the approval of City Council.

17. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.

18. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.

19. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.

20. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement Official, it is in the City's best interest to do so.

21. Reject any and all bids, when in the opinion of the Procurement Official it is in the City's best interest to do so.

22. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.

23. Make recommendations on Contract approval, rejection, Amendment, and cancellation.

24. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.

25. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

SECTION IV – PROCUREMENT PROCESSES AND PROCEDURES

The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.

To initiate a procurement process, the following initial steps must be taken:

1. *Determine Need*: The End User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefore, including a purchase requisition.

2. *Determine Funding*: The End User is responsible for ensuring funds are budgeted and made availability prior to initiating any purchases. The End User must provide the specific budget account numbers.

3. *Determine Specifications*: The End User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.

Note: All purchase requests must be submitted far enough in advance to allow the Procurement Official time to review the request, ensure sufficient information has been provided, ensure purchases and expenditures are authorized, and facilitate a proper procurement process.

Note: *Acceptance of Procured Item or Service*: End Users are responsible for advising the Procurement Department in writing when goods have been received and when services have been completed to their satisfaction. Invoices for payment must be signed and dated.

Note: Returns/Unsatisfactory Services: All returns must be initiated by the End User through the Procurement Department.

Note: Contract/Agreement Changes: The Procurement Official will review and process all Contract/Agreement Amendments, Modifications or cancellations. Such requests must be submitted to **Procurement@stonecrestga.gov.**

A. Small Purchases ***(Under $4,999.99)***: Requisitions/Purchase Orders are not required. However, End User's must attempt to obtain additional quotes (verbal, written) to obtain fair and reasonable pricing whenever possible. *Refer to Page 21-24*, for additional information.

1. Purchase Orders: Vendors may require a Purchase Order prior to providing goods and/or services. If so, the Requestor must complete a Purchase Requisition Request Form and provide supporting documentation (if available quote, price list, etc.). The request must be submitted to the Procurement Department at **Procurement@stonecrestga.gov** for review and processing.

2. End User may create a Purchase Requisition in Tyler as a "Requestor". The Purchase Requisition should include quotes/price list whenever available. Purchase Requisitions will be reviewed and approved by the department director and Procurement. Upon completion of the review and approval process, a Purchase Order will be issued. *Refer to Page 21-24 for additional information*. **Upon completion of Procurement Training departments will submit purchase requisitions into Tyler.

3. Invoices: A Purchase Requisition is created, reviewed and approved to generate a Purchase Order to encumber funds and process payments. End Users may create a Purchase Requisition to generate Purchase Order and encumber funds which will be used to make payment to Vendors. Invoices process through the Procurement Department must be signed and dated. Please submit such request to **Payable@stonecrestga.gov**.

B. Purchase Requisition & Purchase Orders (***$5,000.00 – 49,999.99***):
A Purchase Requisition is required to initiate the procurement process. A Requisition is a request to purchase Goods, Capital Assets, obtain Services, Construction Services or Professional Services. End Users must complete and submit a Purchase Requisition Package to **Procurement@stonecrestga.gov** for review and processing. *See* Appendix C for sample Purchase Requisition Request Form.

1. Purchase Requisition Package must contain the following information and supporting documentation:

   - ✓ Requestor's / End User's information – name and contact information of the department/division, department director information and signature and Employee preparing the purchase Requisition.
   - ✓ Date request submitted to Procurement.
   - ✓ Need by date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
   - ✓ Complete description of items being purchased or scope of work/services to be provided or performed, technical specifications of goods or services. This information should be provided in the quote/proposal/estimate provided by the Vendor.
   - ✓ Quantity(ies).
   - ✓ Total or Estimated cost.
   - ✓ Delivery destination (address).
   - ✓ Complete budget account number to be encumbered.
   - ✓ Vendor Name and Vendor Registration ID No. If the Vendor is not registered as a Vendor with the City, please contact Procurement for assistance.
   - ✓ Previous purchase information, quotation, or contract (if known).
   - ✓ Names and contact information of Known or suggested Vendor(s).
   - ✓ Additional supporting documentation (Approved Emergency, Sole/Single Source Justification Forms, Certificates of Insurance as applicable, etc.)

NOTE: Obtain all required approvals prior to submitting a request to the Procurement Department. *Refer to Page 21-24*

C. Purchase Orders (PO's):

Purchase Order's (PO's) are generated in Tyler upon the completion of the purchase requisition review and approval process. Refer to Page 21-24.

1. Purchase Requisition Entered by the Procurement Department:

   - ✓ The End User will complete and submit a Purchase Requisition Request Package to Procurement@stonecrestga.gov.

- ✓ A Purchase Requisition will be created by the Procurement Department. All required supporting documentation will be attached.
- ✓ The Purchase Requisition will be submitted for review and approval. Refer to Page 21-24
- ✓ Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
- ✓ The End User will receive an e-mail containing a copy of the PO.
- ✓ The End User will provide a copy of the PO prior to requesting or receiving any goods or services.
- ✓ The Vendor MUST reference the PO No. on the invoice.
- ✓ The End User must ensure the PO No. is referenced on the invoice prior to submitting for processing of payment.

2. Purchase Requisitions Entered by End Users (Requestor):
   - ✓ Purchase Requisition: Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
   - ✓ The Requestor will receive an e-mail containing a copy of the PO.
   - ✓ The Requestor will provide a copy of the PO prior to requesting or receiving any goods or services.
   - ✓ The Vendor MUST reference the PO No. on the invoice.
   - ✓ The Requestor must ensure the PO No. is referenced on the invoice prior to submittal for processing of payment.

3. PO Change Orders: Change orders are permissible when there is a need to correct budgetary information, correct account distribution information, quantity(ies), addition/deletion of line items, change in description and unit price. The Procurement Official will review all requests for change orders. Change orders cannot be used to circumvent the procurement process and the original scope of work/services cannot substantially change the Contract/Agreement/PO. Change orders may be necessary to address unforeseen circumstances (as applicable).

- ✓ **Note:** If there is a change to the quoted price, a change order will be required. If the change order is more than ***$49,999*** and not associated with an existing contract (City Contract/Agreement, piggyback, co-operative), additional information and additional approval is required and must follow the established purchasing thresholds. *Refer to Page*

22-23, Section V.

D. Contracts: All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.

1. Contracts/Agreements < ***$50,000.00***: Require the approval of the Department Director, Procurement Official, City Attorney, and City Manager. The Procurement Official will obtain the required approvals and facilitate the contract execution process.

2. Contracts/Agreements > ***than $50,000.01*** Require the approval and signature of the Department Director, Finance Director, Procurement Official, City Manager, City Attorney, and Mayor with City Council approval.

3. If a City Contract/Agreement is required and appropriate upon the completion of a procurement process, the Procurement Official with the assistance of Procurement staff will draft the Contract, obtain required approvals and complete the execution process within both the City Manager and City Council award authorities.

4. If a City Contract/Agreement is required and appropriate and requires the City Council and Mayor's approval, the Procurement Official will work with the End User to create and submit an agenda item for the next most feasible City Council meeting.

5. If a Vendor Contract/Agreement is required and appropriate, the Procurement Official will review the Contract/Agreement for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation.

6. The Procurement Official will route Contracts/Agreements to Legal for review and approval.

7. Upon receipt of Legal approval, the Procurement Official will secure all approvals prior to execution of a Contract/Agreement.

8. The Procurement Department will provide a copy of the executed contract to the Vendor and End User.

9. BidNet Contract Management System is utilized to store and monitor City contracts. Contract renewal alerts are sent to the responsible parties for review and processing. Contracts are uploaded to the Vendor's Registration in Tyler. However, upon activation of the Contract Module in Tyler, all contracts will be added and monitored through Tyler in addition to the services provided through Bid Net.

10. City contract terms are One (1) year with Four *(4) One (1) year renewal option for a total possible term of five (5) years, when applicable.

    - ✓ Vendor Performance Evaluations are to be performed annually prior to renewing a Contract/Agreement. End User's (Assigned Project Manager)

will complete the Vendor Performance Evaluation Form.

- ✓ Vendor Evaluations will be uploaded to Tyler and Bidnet.

11. Contract/Agreement Termination for Unsatisfactory Performance Process: Contracts may be terminated for convenience and cause due to failure to meet/perform the obligations in accordance with the Contract/Agreement. Except where public health and safety are at risk, the work or services will be halted. The Contract/Agreement may be terminated immediately if in the best interest of the City.

    - Unsatisfactory Performance: Requires a Vendor Performance Evaluation form to be completed. End User (Assigned Project Manager/Management) must submit the completed form to the Procurement Department with supporting documentation.

        1. A meeting will be held to discuss concerns with the Vendor. A Verbal Warning will be given with a 30-day timeframe to remediate and take corrective action(s).

        2. A second meeting will be held to discuss concerns with the Vendor in reference to failure to remediate and take corrective action(s). A written warning will be given with a 30-day or less timeframe to remediate and take corrective action(s).

        3. A third meeting will be held to discuss termination of Contract/Agreement consistent with the terms and conditions of the executed contract.

        4. If a performance and payment bond is in place, the City will follow appropriate steps and work with surety company to address alternative options as needed and required by the State Purchasing Act.

12. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered.

13. The Procurement Official will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price.

14. If a quoted price of the change order is more than ***$50,000.00***, it shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement Official cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

E. Retainage:
Retainage - Public Projects/Public Works: The Georgia retainage laws governing public works

projects is found under GA Code §13-10-80. These rules apply to almost every type of public construction project in Georgia. The only exceptions being projects contracted by the Department of Transportation or contracts whose value or duration is less than ***$150,000*** or 45 days. Any other construction project funded by a Georgia state or local government is subject to these provisions.

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and

A. Retainage to a maximum of 5 percent of each progress payment. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

B. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor.

   - If at that time there are any remaining incomplete items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.

C. The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

D. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.

F. Deposits/Partial Payment Requests:
Deposits (Partial Payments) are permissible when this is a standard requirement of the Vendor to obtain goods and services. (Examples: Advertisement, Branding, Entertainment). Refer to Travel Policy for travel-related purchases and expenses.

SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments. **In accordance with the City Code of Ordinances and Resolution No. (*effective 2/10/25*)**

(1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Purchase Requisition & Internal Request Forms Required Approvals	Award Authority	Amendments/ Change Orders
≤ $4,999.99	Requisition/Purchase Order necessary, unless requested by Vendor, paid with P-Card and payment to be made upon receipt of invoice.	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	Increases greater than **$50,000** (excluding any contingency) require additional Requisition and approval from all necessary parties
$5,000 - $9,999.99	Three verbal quotes - Requisition, Purchase Order , and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
$10,000 - $49,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager 5. City Attorney (contracts/agreements)	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
$50,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager (contracts/agreements) City Attorney (contracts/agreements)	1. City Manager 2. City Attorney (contracts/agreements) 3. City Council 4. Mayor	

Note: Purchase Requisitions & Internal Request Forms REQUIRED approvals requires written approval on all applicable forms. If a requisition is submitted in Tyler, the review and approval process will follow as indicated as applicable.	* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. *See* Section VII (Noncompetitive Procurements). Piggyback Purchases exceeding the City Manager award authority will require City Council approval. Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII. **City Council: Expenditures which exceed the original award amount and available annual budget requires City Council approval. **Communications/IT Purchases: COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR

(2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement Official may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

A. Small Purchases ("Discretionary Purchases"): Purchases made up to ***$4,999.99*** are considered "Discretionary Purchases". Within this threshold amount, End Users can obtain at least one quote/estimate/proposal written or verbal to obtain goods and services. End Users must attempt to obtain fair and reasonable pricing whenever possible. Verbal quotes/estimates/proposals are acceptable. However, if a quote/estimate/proposal is available and offered, please obtain one.

- ✓ A purchase requisition is not required unless the Vendor requires a PO or payment is made with a Purchasing Card (P-Card). If a PO is required, Please refer to Purchase Requisitions Form for additional information.
- ✓ Required Approval: Department Director. Failure to obtain prior approval will require written justification signed by the Department Director.
- ✓ If a Vendor Contract/Agreement is involved, submit a copy with supporting documentation to the Procurement Department for review and processing prior to requesting or obtaining goods and/or services.
  - o DO NOT SIGN Contracts/Agreements. The City Manager and Mayor are the only ones authorized to sign.
  - o All Contracts/Agreements must be reviewed and approved by the City Attorney

B. Purchases from ***$5000 - $9,999.99***: A Purchase Requisition is required within this purchasing threshold. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals are required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - o The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - o If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the

Procurement Department for review and approval unless the Requestor submits a Purchase Requisition in Tyler for review and approval.

- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official. Failure to obtain prior approval will require written justification signed by the Department Director.

C. Purchases from ***$10,000 - $49,999.99***: A Purchase Requisition is required within this purchasing threshold amount. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals is required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the Procurement Department for review and approval unless a Purchase Requisition is submitted in Tyler for review and approval.
- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official, and City Manager. Failure to obtain prior approval will require written justification signed by the Department Director.

D. Purchases from ***$50,000.00 and greater***: A Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. Upon completion of the procurement and award process, a Purchase Requisition may be created and a Purchase Order may be issued when applicable or a Contract/Agreement may be executed *See* Formal Solicitations.; Section VI (2).

- ✓ Required Approvals: Department Director, Procurement Official, Finance Director, City Manager, and City Council must approve the purchase.

- ✓ If a Contract/Agreement is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor or City Manager.

- ✓ If procuring through non-competitive methods, please refer to the applicable section herein.

E. Purchase Orders to Pay Invoices: A Purchase Requisition and the issuance of a Purchase Order (PO) is required to process payments to Vendors and to encumber the department's funds, except when payment is made with a Purchase Card (P-Card). All invoices must be e-mailed to **Payables@stonecrestga.gov** for processing. End Users Invoices must signed, dated and included the required supporting documentation (original quote/estimate, additional quote/estimate, copy of Contract / Agreement packing slip/receipt, etc. as applicable).

F. *State/Federal Grants or Funds.* Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See* Projects Using Federal Aid Highway Program (FAHP), GDOT Funding, Section VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

SECTION VI – COMPETITIVE PROCUREMENTS PROCESS

(1) INFORMAL SOLICITATIONS

Requests for informal quotes, bids, and proposals are Informal Solicitations ("IS) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all Purchases from ***$10,000 - $49,999.99*****,** unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided in this policy and procedures: If procuring through non-competitive methods, please refer to the applicable section herein.

To initiate an Informal Solicitation the End User must complete the following:

A Purchase Requisition Package and submit it to the Procurement Department at **Procurement@stonecrestga.gov** for review, approval and processing.

1. The Purchase Requisition Package must include the following:

2. For Goods: General specifications, technical specifications.

3. For Services: A detailed Scope of work/services to be performed.

4. Cost estimate, with an itemized price list, if known

Note: The Procurement Official may determine a formal solicitation is needed.

5. A list of Vendors to be contacted, as applicable.

A. *Public Notice.* The Procurement Official shall, at a minimum, post a copy of the IS on the City's website, and provide any additional public advertisement if required by law, as required by the State of Georgia and as amended.

B. Procurement Official and End User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Procurement Official shall determine which quote, bid, or proposal best serves the City's interests. A certificate of Insurance will be requested, as required by the State of Georgia requirements, as required by the State of Georgia and as amended.

1. Tie informal quotes/bids shall be handled in the same way as tie formal bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
2. The IS requires multiple Goods or Services;
3. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
4. A price comparison can be made between the Goods or Services; AND
5. An acquisition, delivery, and other requirements can be reasonably administered.

(2) FORMAL SOLICITATIONS

Purchases from ***$50,000 and greater*** a Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. The Solicitation Request Package must be submitted to **Procurement@stonecrestga.gov** for review, approval and processing.

The Procurement Official shall determine the best procurement method appropriate based on the type of goods and services being solicited and information provided by the End User.

Note: A Bid/ Proposal Bond or Performance Bond may be required as a part of the solicitation requirements.

A. Invitation To Bids (ITB)

Invitation To Bids (ITB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

A PO or Contract/Agreement will be awarded to the lowest responsive and responsible bidder meeting the requirements of the solicitation.

The process to initiate and complete an ITB is outlined below:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.

3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.

4. The End User will review the solicitation draft, provide suggested revisions if needed, complete and return the Solicitation Review form to the Procurement Department for review.

5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.

6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.

7. A calendar invite will be sent to the End User so they may attend the bid opening meeting (in-person/virtually via Microsoft Teams)

8. *Public Notice:* The Procurement Official shall advertise the ITB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the ITB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Procurement Official.

9. *Correction/Withdrawal of Bids:* Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the Procurement Official. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB.

10. *Addendums:* Changes/Modifications to the original solicitation, supporting documents, including changes to the pre-bid/pre-submittal/pre-proposal and site-visit meetings, bids due date, time and location will be addressed by posting an addendum.

11. *Bid Openings (Opening of Sealed Bids):* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A.§ 50-18-70 *et seq*.

    - ✓ Bids must be submitted electronically via BidNet (www.bidnet.com).
    - ✓ Paper submittals will not be accepted.

- ✓ Bid submittals are due on or before 3:00pm of the scheduled bids due date.
- ✓ BidNet does not accept late bid submittals after the due date and time has elapsed.
- ✓ Bids shall be opened in the presence of the Procurement Official or the designee. Other City staff may assist in this process as needed to serve as an additional witness at the time and place designated in the Invitation for Bids.
    - o A calendar invite will be sent to the End User.
- ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
- ✓ Opening of sealed bids will be open to the public (virtually or in-person) providing transparency in the procurement process.
- ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
- ✓ Opening of sealed bids will be open to the public (virtually or in-person).
- ✓ Bid Tabulation Sheet: The Bid Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
    - o All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.
- ✓ Procurement will create and release a corrected Bid Tabulation Sheet as needed to correct errors made by Bidders.

12. *Evaluation of Bids:* Bids will be evaluated based on the qualification factors set forth in the ITB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose), vendor performance evaluation, lowest price, responsiveness and bidders' ability to show responsibility in providing goods and services. Bidders must be deemed responsive and responsible to the requirements provided in the ITB, to be considered.

- ✓ Upon completion of the internal vetting process, the lowest responsive and responsible bidder bid package will be provided to the End User for review.

The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

13. *Contracts:* Upon completion of the solicitation and internal review process, the awarded bidder will receive a Purchase Order when it is feasible to do so as the Contract document. Awarded vendors providing professional services may receive a Contract. If a Contract is required, a Purchase Order will be issued to obtain goods and services as applicable and to process payments. Exceptions to the City standard Contracts will require review and approval by the City Attorney. The Procurement Official will prepare and process all contracts. If the bid response exceeding the City Managers award authority of ***$50,000.00***, a recommendation for award will be presented to the City Council for review and approval.

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.

- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

  Agenda Items shall include the following:
  - ✓ Cover Memo;
  - ✓ Copy of the Final Solicitation Package;
  - ✓ Copy Internal Procurement Vetting Form;
  - ✓ Copy of the Notified Vendors List;
  - ✓ Copy of the Bid Tabulation Sheet;
  - ✓ Lowest Responsive and Responsible Bidder Submittal; and
  - ✓ Contract/Agreement if appropriate.

14. Upon the award of bid, User amends Requisition and Procurement Official shall prepare a Purchase Order or Contract, if appropriate.

- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.

- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.

- ✓ If a Purchase Order is appropriate, a requisition will be created and

submitted to the appropriate approvers for approval. Supporting documentation consisting of the final solicitation, awarded bidders submittal, approved resolution and bid cost proposal, and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

- ✓ Contract expenditure will be monitored in Tyler. Contract expiration dates will be monitored via Bidnet and Tyler when contracts have been added to the system.

15. *Multiple Awards:* When feasible, bids may be awarded to multiple vendors (i.e. landscape services, goods such as OEM Parts). the City reserves the right to identify multiple source of supply for the same desired goods and/or services. Multiple awards should on be made when it is not possible or practical to make a competitive low bid award in the multiple award scenario, each supplier has equal standing and the state entity may choose amongst the awarded suppliers as permitted by the solicitation.

    - ✓ Award to multiple Contractor's is made for the convenience of the City and does not exempt the Primary Contractor, or any of the other awarded Contractor's from fulfilling their contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Contractor being deemed in breach of contract.

16. *Split/Partial Awards:* When feasible, split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.

    - ✓ In the *split award scenario*, the solicitation has been divided into two or more parts and each part will be awarded to the best ranked supplier for that particular part. In a split award scenario, more than one supplier may receive a contract award; however, there is no overlap of contract awards. For example, an RFQ may identify multiple products that may be purchased from separate sources or an RFP may identify several different locations or facilities to be serviced separately. A split award is more likely to occur on a multi-line RFQ than with an RFP.

    - ✓ For an RFQ, each line item is awarded to the responsive and responsible supplier who had the lowest price for that particular line item and is clearly capable of performing and has reached agreement with the City as to contract terms. For an RFP, each part of the solicitation must be awarded to the supplier with the highest total score and with whom the state entity has reached agreement as to contract terms. Making a split award may or may not be the most economical solution for the state as there are costs associated in managing more than one contract. Ordinarily, split awards will not be made unless the saving to the state entity ***exceeds***

5% of the total contract price or ***$500.00, whichever is greater***. However, the Procurement Official may make a split award even if those thresholds are not met, however the Procurement Official rationale should be documented.

17. *Primary/Secondary Awards:* In the *primary/secondary award scenario*, the state entity is identifying the primary source of supply for a particular contract and/or line item but is also designating a secondary (or "back up") source of supply for that same contract/line item. There are limited situations in which primary/secondary awards should be made as the state entity should reserve this award for a scenario in which backup sources of supply are expected to be needed on a continual basis. In the primary/secondary award scenario, the suppliers do not have equal standing. The state entity must attempt to use the primary supplier first and may only use the secondary (backup) supplier once certain conditions in the solicitation have been met.

- ✓ The City will award the contract to the three (3) lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation.

- ✓ While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder as the Primary Contractor; and will award this contract to the designated second lowest Bidder as the Secondary Contractor respectively. The City may also make an award to the third lowest Bidder as the Tertiary Contractor.

- ✓ The Primary Contractor shall have the first opportunity and responsibility to perform the services described in this Solicitation. If the Primary Contractor is unable or unavailable to respond in the time required by the City, the City shall have the right to request services from the Secondary Contractor. If the Secondary Contractor is unable to respond in the time required by the City, the City shall have the right to request service from the Tertiary Contractor.

- ✓ The City reserves the right to terminate any awarded Vendor/Contractor from the contract for poor service delivery or failure to perform or respond to service requests, at the City's sole discretion. Awarded Contractor's may also be terminated from the contract for engaging in any action that brings the City's name and/or image into ill-repute.

18. *Tie Bids:* In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

    (i) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See* Section IX (1).

(ii) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Section IX (2).

(iii) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.

(iv) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement Official or the designee of the Procurement Official. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.

(v) If all of the procedures above do not result in an award, then, the Procurement Official or the designee of the Procurement Official in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

B. Request for Proposals (RFP)

When the Procurement Official determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

To initiate and complete an RFP procurement process the following outline as follows:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.

3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.

4. The End User will review the solicitation draft, provide suggested revisions if needed,

complete and return the Solicitation Review form to the Procurement Department for review.

5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.

6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.

7. A calendar invite will be sent to the End User so they may attend the proposal opening meeting (in-person/virtually via Microsoft Teams)

8. *Public Notice:* The Procurement Official shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D). In such event, the requirement for public notice may be reduced by the Procurement Official.

9. *Correction or Withdrawal of Proposals:* Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

10. *Proposal Opening (Opening Sealed Proposals):*
    - ✓ Proposal must be submitted electronically via BidNet (www.bidnet.com).
    - ✓ Paper submittals will not be accepted.
    - ✓ Proposals submittals are due on or before 3:00pm of the scheduled proposal due date.
    - ✓ BidNet does not accept late submittals after the due date and time has elapsed.
    - ✓ Submittals shall be opened in the presence of the Procurement Official or designee. Other City staff may assist in this process as needed to services as an additional witness at the time and place designated in the RFP.
        - o A Calendar Invite will be sent to the End User.
    - ✓ Opening of proposals will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposals openings will be open to the public (virtually or in-person) providing transparency in the procurement process.

- ✓ The meeting will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposal Tabulation Sheet: The Proposal Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.

    - Only the Proposers Name will be provided. Pricing will be provided upon completion of the evaluation process.

- ✓ Procurement will create and release a corrected Proposal Tabulation Sheet as needed.

11. *Evaluation of Proposals:* The Procurement Official and Procurement staff will review proposals to ensure they meet the requirements specified in the solicitation and proposals address the criteria listed therein. Proposals that meet the requirements will be deemed Responsible and Responsive to the solicitation and its requirements.

    - ✓ The Procurement Department will review all proposals to ensure it meets the requirements of the solicitation.

    - ✓ If a proposal does not meet the requirements of the solicitation, the proposer will be deemed non-responsive and non-responsible to the solicitation and its requirement and will move forward in the procurement process.

        - The Procurement Department will provide a written explanation of the non-responsive and non-responsible determination.

        - The Proposal will not be provided to the Evaluation Committee for review or consideration.

    - ✓ An Evaluation Committee (EC) will be selected by the Director of Finance and Procurement Official. EC members will individually review, evaluate and score responsive and responsible proposals.

    - ✓ Price proposals will be opened, and the applicable score will be added to determine the final shortlist and ranking of the proposers, if applicable.

    - ✓ The Procurement Department will review the individual scores and calculate and verify the average scores for each proposer to determine shortlisting and ranking and post the information on Bidnet.

    - ✓ Price Proposal Negotiations may occur as applicable as defined in the

RFP.

- ✓ All Proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

12. *Recommendation for Award:* The Procurement Official shall submit a recommendation for award to City Council for approval and award.
    - ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

      Agenda Items shall include the following:
      - ✓ Cover Memo;
      - ✓ Copy of the Final Solicitation Package;
      - ✓ Copy Internal Procurement Vetting Form;
      - ✓ Copy of the Notified Vendors List;
      - ✓ Copy of the Bid Tabulation Sheet;
      - ✓ Lowest Responsive and Responsible Bidder Submittal; and
      - ✓ Contract/Agreement if appropriate.

13. *Contract Award:*
    - ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.

    - ✓ The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP.

    - ✓ Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.

    - ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.

    - ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.

    - ✓ If a Purchase Order is appropriate, a requisition will be created and submitted to the appropriate approvers for approval. Supporting

documentation consisting of the final solicitation, awarded proposers' proposal, approved resolution and price proposal (if applicable), and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

14. *Public Access to Proposal Documents:* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A.§ 50-18-70 *et seq*.

- ✓ All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein.

- ✓ Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda.

- ✓ Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer.

- ✓ In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

C. Request for Qualifications **(RFQ):**

Requests for Qualifications (RFQ) may be used if the Procurement Official determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price. An RFQ may also be used to establish a pool of qualified contractors/firms to provide various professional services to the City.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein and similar to the RFP procurement process. Such service providers whose

qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation.

- ✓ The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.

- ✓ The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Procurement Official determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Procurement Official desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Procurement Official determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.

2. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA PROCUREMENT REGISTRY (GPR)

The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market

competition, as required and amended by the State of Georgia.

A. The City shall advertise all bid or proposal opportunities for goods, services, or both that are valued at ***$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.

B. The City shall advertise all contract opportunities for public works construction that are valued at ***$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for at least four continuous weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91- 20.

C. The Procurement Official may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

SECTION VII – NON-COMPETITIVE PROCUREMENTS

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed ***$9,999.99*** or when the Procurement Official determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Brand Procurement:

The City may obtain sole brand goods from a specific manufacturer or owner's brand through a competitive sole-brand solicitation. Sole Brand Procurements are available when only one specific brand of goods will meet the City's critical business requirements. Research must be conducted by the Procurement Official to determine if other brands exist which can also satisfy procurement requirements in a timely manner. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

- ✓ The Procurement Official must conduct research to determine if other brands exist which can satisfy procurement requirements in a timely manner.
- ✓ A sole-brand solicitation requires justification, supporting documentation consisting of previous purchase, warranty, be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods. *A Single/Sole Source Procurement Request Form must be submitted*.
    - An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a

replacement. If the desired good is only available from one source, then the sole source procurement method is appropriate.

- A valid sole-brand justification allows the procurement professional to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

B. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturer's dealer when still under warranty, maintain continuity, consistency, connectivity to existing hardware, software and proprietary in nature, and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority with a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

C. Single Source Procurement

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

Single Source Procurement is available only if the following conditions exist:
The proposed use of Single Source Procurement concerns any of the following situations:

1. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or

2. To obtain the Professional Services of any Person where such Person establishes to the User that:

   - ✓ Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider

possesses;

- ✓ He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;

- ✓ In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or

- ✓ He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.

- ✓ The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.

- ✓ The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

Note: No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or

injury to the City. Emergencies also exist if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements. An Emergency Procurement Justification Form is required with supporting documentation. End Users must receive prior approval before

receiving goods or services.

- ✓ The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

- ✓ When the need for an emergency purchase occurs during normal working hours, the User shall request approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement Official, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement Official within 24 hours.

- ✓ As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is ***$50,000.00 or more***, City Council approval must be obtained at the next meeting following the emergency procurement.

E. Co-operative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Prior to making any purchase, the Procurement Official or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

Note: The Procurement Official will participate in the development of the solicitation when required by the lead agency/entity where required for Co-Op purchases.

F. Piggyback: The Procurement Official and End Users may use Contracts and awarded Vendors list available through the Purchasing Division of the State of Georgia and other Governmental Entity to procure supplies, services or construction items that have already been a competitive solicited and awarded to gaining access to cost savings and low-price lists. Piggyback Purchases will also include access to National Co-Ops (i.e.-U.S. Communities, Sourcewell, NASPO, OMNIA). The Procurement Official will utilize existing purchasing agreements that have been solicited and awarded by competitively when deemed to be in the best interest of the City. The City will utilize the original contract term and exercise the

ability to continue to receive services if the contract term has ended with the governing entity until services have been completed.

- ✓ The Procurement Department will seek out piggyback options where the contract terms are sufficient to complete an order of goods or complete requested services. Any existing work or project initiated under the piggyback agreement will be terminated upon completion of services and receipt of goods when final acceptance has been completed. End Users may not request additional goods or services once the City's contract with the vendor has officially ended.

- ✓ The Procurement Department will work with End Users to determine if goods, services, or construction items may be obtained through piggybacking when internal procurement lead times may not be completed in sufficient time to address the department's needs.

- ✓ The Procurement Department will obtain a copy of the final solicitation, submittals, bid tabulation sheet, pricings, evaluation documents (if applicable), award documents (agenda, signed resolution, executed contract, if applicable).

- ✓ The Procurement Department will request written authorization to use the available Contracts/Agreement when required.

- ✓ The Procurement Official will review the documents to ensure the solicitation and contract (if applicable) includes the language that permits piggybacking purchase granting the use of their contract.

    - o If the required language is not included in the solicitation and/or contract, the Procurement Official will deny the End User's request to piggyback or use the purchase method to obtain good or services.

- ✓ The End User will complete and submit a Piggyback Purchase Request Form with supporting documentation once reviewed and approved by the Procurement Official.

- ✓ If anticipated expenditure exceeds the City Manager's award authority, Procurement will work with the End User and create an agenda item to obtain City Councils approval.

- ✓ The Procurement Official obtain a copy of the lead entity contract with the awarded vendor. The City will use the original contract from the entity to procure goods and/or services. A copy of the contract will be kept in the procurement file and attached to the Purchase Order as supporting documentation. A copy of the Contract/Agreement will be attached to the

agenda item for City Council approval and execution.

- ✓ If a Purchase Order is appropriate, a requisition will be created. A copy of all supporting documentation and signed resolution and issued to the Vendor/Contractor.

G. Real Estate Acquisitions:[1]

1. Compliance with Applicable Regulations:

[1] Reference Note- *See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property*

All real estate acquisition activities shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality:
The City Council and City staff shall maintain the confidentiality of potential and on- going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval:
All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals:
For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

H. Land Acquisition Procurement Process:

1. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.

2. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.

3. City staff will regularly brief the City Council in Executive Session on properties the city

is considering purchasing to receive direction on "terms and price" from the City Council.

4. City staff will negotiate "Letters of Intent" with land owners on properties the City Council has provided staff with direction on "terms and price".

5. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:

   i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
   ii. Production of an ALTA survey of the property;
   iii. Production of a MAI appraisal of the property;
   iv. Complete title work on the property; and
   v. Other reasonable due diligence activities as warranted.

6. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence item.

SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING

The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See* Appendix A.

SECTION IX – PREFERABLE GOODS AND SERVICES

(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products ***exceeds $100,000.00***, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which ***exceeds $100,000.00*** for the sole

purpose of avoiding these requirements.

(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

A. In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. Whenever possible or practicable, the City shall:

1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;
2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
6. Replace disposable with re-usable, recyclable, or compostable Goods;
7. Consider Life Cycle Cost Assessment; and
8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

B. The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:

1. Minimization of virgin, unrecycled material used in Goods;
2. Maximization of recycled materials used in Goods;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;

8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT

A. Right to Protest.

Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

NOTE: *Types of Challenges:* There are numerous different challenges an interested supplier may make; however, the types of challenges are generally organized as follows:

- ✓ *Challenge to the Solicitation*: Any interested supplier capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.

- ✓ *Challenge to a Sole Source Notice*: Any interested supplier capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination.

- ✓ *Challenge to Results of RFQ:* Any interested supplier submitting a timely written response to a RFQ may file a protest with respect to the results of that RFQ, including, but not limited to, events or facts arising during the evaluation process.

- ✓ *Challenge to the City's Intended or Actual Contract Award*: Any interested supplier submitting a timely written response to a competitive solicitation may file a protest with respect to the state entity's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

1. Timeliness:

1. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. For competitive procurements. For non-competitive procurements, a bidder/proposer/respondent shall have 0 days for procurements ***under $49.999.99.***

2. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be

submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

3. Untimely protests are invalid and shall be denied as such.

2. *Contents of Protest:* The protest shall, at a minimum, be in writing and include the following information:
   1. Identity and contact information of protestor;
   2. Appropriate identification of the subject solicitation or award;
   3. Detailed statement of the legal and factual grounds of the protest;
   4. Documentation supporting the protest and/or allegations;
   5. Statement of the specific relief requested; and
   6. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

3. *Submission of Protests:* All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.

4. *Protest Resolution:* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

5. *Decision on Protest:* The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

6. *Appeal:* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.

8. *Hearing:* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo, but shall be of an appellate nature.

9. *Decision:* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's

decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

10. *Finality:* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

11. *Stay of Procurement:* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

B. Suspension and Debarment

The Procurement Official and Procurement staff will verify business licenses, suspensions and debarments status through the City and Department of Administrative Services website as well as other available resources during the internal review process for all responses received in response to a solicitation.

Suspended and Debarred Suppliers | Georgia Department of Administrative Services - DOAS and City:

1. *Authority to Suspend or Debar:* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement Official shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.

2. *Causes for Suspension or Debarment:* The causes for suspension or debarment include:
   - ✓ Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
   - ✓ Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
   - ✓ Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
   - ✓ Violation of contract provisions of a character which is regarded by the Procurement Official to be so serious as to justify suspension action, which includes but is not limited to the following:

- Failure to perform in accordance with the specifications within a time limit provided in a city contract;

- A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or

- Falsification of any documents.

✓ Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.

✓ Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.

3. *Initiation of Suspension or Debarment Action:* When the Procurement Official receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement Official finds cause that suspension or debarment is warranted, the Procurement Official shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action, and shall also be sent to the City Manager and City Attorney.

4. *Review of Proposed Suspension or Debarment:* Within fifteen (15) days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.

5. *Final Decision:* After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.

6. *Effect of Suspension or Debarment:* A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.

7. *Duration of Suspension/Debarment:* Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven years.

8. *List of Suspended/Debarred Persons:* The Procurement Official shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

SECTION XI – PROPERTY DISPOSAL

A. Compliance with Applicable Regulations

The disposal of municipal property shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Procurement Official. At this point, the Procurement Official will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over **$*5,000*** *in aggregate or* ***$1,000*** individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement Official shall present a list to the City Manager for approval.

1. *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.

2. *Trade-In*. In replacing obsolete equipment, it may be financially advantageous to trade- in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.

3. *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) days from the date the bids were opened.

4. *Public Notice of Sale:* For the sale of personal property with an estimated value exceeding $500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) but no more than sixty (60) days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.

   a. The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.

   b. The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.

C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

APPENDICES

APPENDIX A: PROJECTS USING FAHP FUNDING

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

A. Solicitation.
The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with the issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).
The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;

6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures

is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

    i. The service is available only from a single source;

    ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

    iii. After solicitation of a number of sources, competition is determined to be inadequate.

4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements and Provisions.

1. *Common Grant Rule.*

    i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

ii. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

iii. Additional terms, conditions, provisions and applicable additional required forms and acknowledgements will be added to the City's solicitation packages. Respondents will be required to submit the additional forms and accept the additional acknowledgements where applicable with their submittals prior to the solicitation closing date (response due date).

2. *Disadvantaged Business Enterprise (DBE) program:*
The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

i. Use of an evaluation criterion in the qualifications-based selection of consultants; or

ii. Establishment of a contract participation goal; or

iii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.4.

3. *Georgia Department of Transportation (GDOT)*. The City must comply with procurement requirements established by the GDOT laws, regulations, policies, and procedures when utilizing GDOT funds for Capital Improvement Projects and procurement, management, and administration of engineering and design related professional services (consulting) to maintain compliance with Federal and State Procurement Ordinances such as 23 CRR Part 172, 2 CFR Chapter I and Chapter II, 40 U.S.C 1101-1104, 48 CRF Part 31, O.C.G.A 50-22-1 through 50-22-9, 2 CFR 200.333 , which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36 and State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq. and Title 32 If conflict does arise, the Procurement Official will work with legal, GDOT, and the State Purchasing Department to resolve the conflict.

i. The use of GDOT Capital Improvement funds projects does not exempt the City from following the State Procurement Act or the rules of competitive bidding.

ii. City staff participating in soliciting, facilitating evaluations, conducting negotiations and contract administration are required to attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

iii. City staff will ensure compliance with all rules, regulations and policies and procedures associated with engineering and design procurement consisting of the following:

1. 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule.

2. 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

3. 40 U.S.C. 1101-1104 Selection of Architects and Engineers "The Brooks Act".

4. 48 CFR Part 31 – Contract Cost Principles and Procedures.

5. Repayment of Preliminary Engineering Cost (Order 2020.1).

6. FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A.

7. O.C.G.A. 50-22-1 through 50- 22-9.

8. GDOTs DBE program.

iv. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with GDOT requirements to be eligible for reimbursement of the associated costs.

v. *Additional Provisions and Required Forms*: The GDOT additional provisions, required forms and acknowledgements will be included in the solicitation package in addition to the City's standard terms and conditions and forms.

1. Bidders/Proposer's/Respondents will be required to complete and submit the additional required forms and accept the additional acknowledgments prior to solicitation close date as a part of the submittal.

2. Failure to submit the additional required forms will lead to a non-responsive and responsible determination and the submittal will not be accepted.

4. *Suspension and Debarment.* The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

APPENDIX B: SAMPLE REQUISITION FORM

PURCHASE REQUISITION FORM (Under $49,999.99):

NOTE: By signing this request, you are certifying that the listed expenses are business related.

REQUESTOR NAME: _____ **REQUESTOR SIGNATURE:** _____

DEPARTMENT: _____ **PHONE:** _____ **E-MAIL ADDRESS:** _____

DEPARTMENT DIRECTOR: _____ **DIRECTOR SIGNATURE:** _____

DELIVERY ADDRESS: _____ **PERSON OF CONTACT:**_____

DATE REQUEST SUBMITTED: _____ **NEED BY DATE:** _____

(Date Request Submitted to Procurement or Entered by Dept.) *(Date delivery is needed)*

REQUISITION NO. _____ **DATE ISSUED:** _____ **ACCOUNT TO BE CHARGED:** _____

(Requisition No. generated by Tyler) *(Date Requisition Prepared and submitted for approval)*

VENDOR NAME: _____ **VENDOR ID NO.** _____

DETAILED DESCRIPTION OF PURCHASE (attach supporting documentation): _____

ITEM DESCRIPTION	QUANITIY	UNIT	UNIT PRICE	TOTAL AMOUNT
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
			TOTAL COST:	$

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

ADDITIONAL ACCOUNT TO BE CHARGED (INDICATE WHICH LINE ITEM IF USING MULTIPLE ACCOUNTS: _____

_____

SUGGESTED VENDORS:

1._____

2._____

3._____

4._____

5._____

EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Scope of work/services, item description, unit price, total cost, quote/estimate provided by the Vendor, invoice etc.. Outside Events, Workshops, Training include the registration information, detailed description of the workshop/training, etc. Internal events, workshops, and training shall include the flyer in addition to standard required supporting documentation.

REQUIRED APPROVALS

DIRECTOR OF COMMUNITCATIONS/IT (*if applicable*): _____ **DATE:** _____

____ APPROVED ___ DENIED

DIRECTOR OF FINANCE: _____ **DATE:** _____

___ APPROVED ____ DENIED

PROCUREMENT OFFICIAL: _____ **DATE:** _____

____ APPROVED ____ DENIED

Competitive Prices: _____

Additional Comments: _____

CITY MANAGER: _____ **DATE:** _____

_____ **_____ APPROVED ____ DENIED**

APPENDIX C: SAMPLE SOLICITATION REQUEST FORM

SOLICITATION REQUEST FORM

SUBMIT PACKAGE TO: Procurement@stonecrestga.gov

NOTE:

1. This checklist is to ensure all required information is submitted at the same time as the request for a new solicitation.
2. This checklist is not required for purchase orders, change orders, work authorizations, amendments / modifications.
3. Incomplete request for solicitations (without supporting documentation) will cause a delay in processing and subject to rejection and returned to the requestor.

NOTE: ADVERTISEMENT PERIODS
ITB 30 DAYS
CONSTRUCTION ITB 30 DAYS
RFP 30 TO 90 DAYS
RFQ 30 TO 90 DAYS

IN ACCORDANCE WITH GEORGIA STATUTE Vendor/Prime/Contract Assistance:
Vendors, primes, and/or contractors that have assisted in the development of the specifications, scope of services, evaluation criteria, bid sheet, price proposal, estimates related to this purchase and/or project, they are **NOT ELIGIBLE to participate in this solicitation process and the Procurement Department MUST be notified**. Requestor/Project Manager signature is required, acknowledging this section.

PLEASE READ THE BELOW STATEMENTS BEFORE SIGNING THIS DOCUMENT
I have reviewed the specifications, performed necessary due diligence, and to the best of my knowledge, the specifications provided does not contain restrictive language that will impede open and free competition.

PROJECT MANAGER: DEPARTMENT:

PROJECT MANAGER SIGNATURE: DATE:

PHONE NUMBER: E-MAIL ADRESS:

SOLICITATION/PROJECT TITLE:

DEPARTMENT DIRECTOR: DIRECTOR SIGNATURE:

Comments:

Procurement 1/28/25 1

BUDGET/ENCUMBRANCE INFORMATION:

Department Code: Estimated Project Budget/Cost: $

Project Number/ GL Account Number & Description:

FUNDING AUTHORIZATION:
Director/Assistant Director of Finance/Designee

Signature: Date:

TYPE OF CONTRACT (SELECT ONE):

☐ ONE-TIME PURCHASE/SERVICE ☐ TERM CONTRACT (Continuing Contract) ☐ SOW

PROCUREMENT TYPE (SELECT ONE)

☐ COMMODITY ☐ COMMODITY/SERVICE (ex. SUPPLY & INSTALL) ☐ GENERAL SERVICES

☐ PROFESSIONAL SERVICES ☐ CONSTRUCTION PROJECT (ex. SUPPLY, INSTALL, WITH LICENSING)

Indicate percentage of work the awarded vendor (prime) is responsible for completing: % (N/A for commodity purchases)

COMMODITY CODES:

SOLICITATION TYPE (SELECT ONE):

☐ COMPETITIVE

☐ SOLE SOURCE / SINGLE SOURCE: Is this *"Standardized"* as sole source? ☐ Yes ☐ No
- If "**YES**" Sole Source / Single Source Form Required and must be submitted with request.

☐ SOLE BRAND: Is this *"Standardized"* as a sole brand? ☐ Yes ☐ No
- If "**YES**" Sole Source / Single Source Form Required and must be submitted with request.

Does this replace and exiting contract? ☐ Yes ☐ No Expiration Date:
- If yes, please provide a copy of the Contract and Resolution No.

Pre-Bid/Proposal/Submittal Meeting: ☐ Yes ☐ No Mandatory: ☐ Yes ☐ No Site Visit: ☐ Yes ☐ No

Number of Anticipated Contract Award:

DESIRED CONTRACT TERM/LENGTH/RENEWAL OPTIONS:

Desired Contract Term/Length of Services: (Month, Initial Term) Desired Execution Date:

Renewal Options: ☐ Yes ☐ No Number of Renewals:

START DATE: (Check one of the following)

Services to begin as soon as contract is fully executed by the Department:

Services to begin upon issuance of Work Order, Notice to Proceed and receipt of Purchase Order:

Note: All "Orders", Notice to Proceeds and supporting documentation must be attached to the requisition submitted in Tyler.

Procurement 1/28/25 2

BIDDER/VENDOR/CONTRACTOR/CONSULTANT REQUIREMENTS:

State Requirements: The Licensing Division - License Lookup | Georgia Secretary of State

Specific License(s)/Certification Requirements:

Bidder/Firm Minimum Qualifications: ☐ Yes ☐ No Minimum Years of Experience Required:

Specific Permit(s) Requirements:

CERTIFICATE OF INSURANCE REQUIREMENTS:

State of Georgia Minimum Requirements: SPD-SP048 Insurance and Bonding Guidelines

General Liability Insurance (GLI): ☐ Yes ☐ No

The standard for liability insurance is: $1,000,000 each occurrence $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury, $1,000,000 per occurrence for Property Damage, $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations. If higher limit is required, please provide the limit amounts.

Any additional Insurance requirements: ☐ Yes ☐ No

Type (auto, pollution): Limits:

OTHER SPECIAL CONDITIONS:

Bid Bond Required: ☐ Yes ☐ No Percent Amount (5/10): %

Performance and Payment Bond Required: ☐ Yes ☐ No 100% ☐ Yes ☐ No Other Amount:

Equitable Adjustments Required: ☐ Yes ☐ No

Alternate Brands: Required to be considered: ☐ Yes ☐ No

Are replacement/restocking alternate required **(Commodities Only)**: ☐ Yes ☐ No

Any Deviation from product requirements/specifications allowed: ☐ Yes ☐ No

Dun & Bradstreet Report Required: ☐ Yes ☐ No

ENVIRONMENTAL "GO GREEN" : COMMODITIES ONLY:

Is this offered in a green, eco-friendly or environmentally preferable product? ☐ Yes ☐ No

Is an opportunity to procure "GO Green"? ☐ Yes ☐ No

CONSTRUCTION PROJECTS:

(If applicable, check all that apply and provide required justification memo)

Work Schedule (8:00am – 5:00pm):

Trench Safety Act Applicable (NEP): Applicable to projects with excavation exceeding a depth of 5 feet? ☐ Yes ☐ No

Permit Fees: Are permits and fees estimates attached? ☐ Yes ☐ No

- If "**NO**", provide a statement that the Department will pay for City required permits.

Procurement 1/28/25 3

Liquidated Damages Required (substantial, final): ☐ Yes ☐ No

If amounts exceed current requirements, justification memo required for requested amounts.

Single Project Amount: Annual Amount:

"Current Wage Rate Tables" Applicable to this project if greater than $100K: ☐ Yes ☐ No

Prevailing Wage provided for this project: ☐ Yes ☐ No

Davis Bacon (required for federal/state funding projects): ☐ Yes ☐ No

PROJECT COMPLETION REQUIREMENTS (TIME SENSITIVE PROJECTS):
SERVICE AND CONSTRUCTION PROJECTS ONLY, AS APPLICABLE

SINGLE PROJECT:
The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within ___ calendar days (_____) working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within ___ calendar days (_____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

ANNUAL PROJECT: Task Work Order (TWO)/Work Authorization (WA)/Work Order(WO): "ORDER"
The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each "Order" shall commence immediately upon the Contractor's receipt of an executed "Order".

The Contractor shall mobilize to the project site and begin construction activities within calendar days of receipt of the executed order or by the specific date noted within the "Order" (whichever applies).

The "Order" shall be substantially completed within the timeframe agreed upon and noted in each executed "Order".

The Work on each "Order" shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed "Order".

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new "Order" will be assigned after the contract's expiration nor will any new work be performed after that date.

ADDITIONAL SOLICITATION REQUIREMENTS: (If applicable)
NOTE: Additional requirements that need to be included in the solicitation.

- ☐ Discount from List Pricing/ Catalog Pricing
- ☐ Bonding Requirements
  - Reduced Bonding limits or required on non-construction projects
- ☐ Pass Thru Amount
  - Allowance Parts on a pass-thru, permit allowance, etc.
- ☐ Multi-Year Initial Contract Term
  - Quotes and Bids: Greater than Three years / Greater than Five Years
- ☐ Price Escalation Clause
- ☐ Multi-Vendor Award
- ☐ Trade in Disposal
- ☐ Piggyback/Co-Op Agreement

REQUIRED SUPPORTING DOCUMENTATION
Check all applicable items listed below.

NOTE: Please label each document accordingly (Scope of Services, Evaluation Criteria, etc.)

- ☐ Specifications/Scope of Services/Scope of Work/ Minimum Technical Specifications (in Word Format)
- ☐ Itemized Bid Sheet/Price Sheet/Proposal Cost Sheet (as applicable)
- ☐ Purchase/Project Cost Estimate (Itemized as applicable)
- ☐ Evaluation Criteria (RFP/RFQ/RLI's/RTQ/SOW)
- ☐ Plans/Drawings/Technical Specifications (Construction, etc.) Number of Sheets:
- ☐ Certificate of Insurance Requirements in accordance with the State of Georgia Department of Administration
- ☐ License Requirement Memorandum: Construction and/or General Services (if applicable)
- ☐ Preliminary Vendor Quote (if available)
- ☐ Signed Justification Memorandum(s) and Additional Forms as applicable (EX. pass thru allowance)

FEDERAL (GRANT) FUNDED ONLY
Required Supplemental Checklist Forms

- ☐ Copy of executed Grant and supporting documentation
- ☐ Contract Term
- ☐ Independent Cost Estimate
- ☐ Lease vs Purchase
- ☐ Independent Cost Estimate / Cost/Price Analysis

Procurement 1/28/25 5

List of Vendors to Invite					
Company Name	Address	Telephone	Fax	Contact Person	Email

APPENDIX D: SAMPLE SOLE/SINGLE SOURCE REQUEST AND JUSTIFICATION FORM

City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

SOLE BRAND/ SOLE SOURCE/ SINGLE SOURCE
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY:_____ DEPARTMENT: _____
(Name, Title)

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER:_____

TOTAL COST: $_____

Please check the appropriate section and provide detailed justification:

_____ **Sole Source:** The specified supplier is the **ONLY** provider of goods/services. A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the values presented. The certified supplier letter must address trademark agreements, warranties, and proprietary ownership (***patented or copyrighted products or services***).

Justification for Sole Source: Provide a detailed description of goods/services to be provided. Describe what is unique about the product, particular style, model, type, manufacturer, service or source and how it meets City needs. Include what steps taken to confirm unavailability of competition as appropriate. **If the space provided below is not sufficient, please attach a justification memorandum.**

_____ **Single Source:** The specified supplier and its authorized dealers/providers are the ONLY ones authorized to provide the requested good/services. The supplier/authorized dealer(s)/providers were selected to complement /support the following business decision (i.e. standardization, compatibility reasons). A quote/proposal/estimate and certified letter from the supplier is required and MUST be attached. The certified letter must include a list of authorized dealers/providers, address any active warranties, proprietary ownership (patented or copyrighted products or service). The quote/proposal/estimate must address the prices/terms set forth are and be deemed reasonable for the value presented. **If the space provided below is not sufficient, please attach a justification memorandum.**

Please check the appropriate box and provide additional explanation.

____ Standardized System _____ Parts provided by "OEM" ___ Other (Please explain)

Purchasing Coordinator/Purchasing Specialist: _____ Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification numbers of each contract file.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers award authority, will require City Council approval.

Procurement Manager: _____ Date: _____

Request: ____ APPROVED ____ DENIED

Non-Competitive Sourcing Method to obtain the goods and/or services: _____ Sole Brand _____ Sole Source _____ Single Source

_____ Negotiations Appropriate (Price, Delivery, and Terms)

Additional Comment: _____

_____

_____

APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM

City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

EMERGENCY PROCUREMENT
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____
(Name, Title)

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: $_____

TYPE OF EMERGENCY THREAT:

☐ Public Health ☐ Public Welfare ☐ Safety ☐ "Designated Disaster Emergency"

Explanation of Emergency: If the space provided below is not sufficient, please attach a justification memorandum.

Statement of Work: If the space provided below is not sufficient, please attach a justification memorandum.

Purchasing Coordinator/Purchasing Specialist: _____ Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request.

Notwithstanding any other provisions of this chapter, the city manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification numbers of the contract file.

Further, during the aftermath of a locally designated disaster emergency as declared under Chapter 11, Article I. Section 11-3, of the city's Charter or in carrying out emergency management powers as defined in O.C.G.A. Section 50-5-71, as may be amended from time to time, these procurement procedures shall authorize the City Manager and the Purchasing Agent, to contract and make payment for repairs to damaged city facilities for a thirty-day period following the disaster emergency. The City Manager will report to the City Council on expenditures following the disaster. Further, the City Manager and the Purchasing Agent may utilize the resources of the City's insurance underwriter as part of the City's due diligence process in identifying vendors to complete repairs in the most timely and cost effective manner. These emergency procurement procedures will be in effect until repairs on city-owned facilities are completed.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers may award authority, will require City Council approval.

Procurement Manager: _____ Date: _____

Request: ____ APPROVED ____ DENIED

Additional Comment: _____

_____

_____

CONFLICT OF INTEREST DECLARATION
City Employee/Official

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

a. pass information or make comments to them about the procurement

b. receive any gift, gratuity, hospitality or any inducement from them

c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options*:

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

   ☐ **Actual**: This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential**: This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived**: This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

CONFLICT OF INTEREST DECLARATION
Evaluation Committee

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

a. pass information or make comments to them about the procurement

b. receive any gift, gratuity, hospitality or any inducement from them

c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options*:

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

   ☐ **Actual**: This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential**: This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived**: This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX G: SAMPLE DBE OBJECTIVES AND GOALS

Disadvantaged Business Enterprise (DBE) Program Objectives, established and amended by the State, local and Federal governing bodies providing the funding for City Projects.

Note: DBE status must be current and will be verified by the Procurement Department. Verification will be processed through the registering agency (State, County, Local) and will be a part of the internal review process. Vendors whose status has expired will not be considered and responses will be deemed non-responsive and non-responsible to the solicitation and its requirements.

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Establishing Contract Goals

The following factors to consider in setting contract goals include:

a. Location
b. Type of Work
c. Availability of DBEs

Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT- assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no

adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

APPENDIX H:EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years (FFY) 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA- assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A $2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities including striping, trucking, and traffic control—totaling $220,000, or 11 percent of the contract value. The team searches the State DOT's database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals						
Subcontracting		**Allocated Costs**		**Percentage**		
Striping		$20,000		1%		
Trucking		$80,000		4%		
Traffic Control		$20,000		1%		
Other Work Types		$100,000		5%		
Total		***$220,000***		***11%***		
Adjustment				-1.5%		

APPENDIX I: SAMPLE DBE GOOD FAITH EFFORT FORM

DBE GOOD FAITH EFFORTS

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The goal for minority participation for each trade is ____%. The goal for female participation in each trade is ____%. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises included on solicitation lists?

2. List actions taken to solicit small and minority businesses, and women's businesses:

3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises considered?

4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce utilized?

Bidder/ Contractor/Proposer Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

CONTRACT FOR SOUTHEAST ATHLETIC COMPLEX DOG PARK
AND INCORPORATED GENERAL CONDITIONS

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

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

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

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

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

1.3 Entire Agreement

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

SAMPLE

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

SAMPLE

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

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

1.6 Ownership of Contract Documents

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

1.7 Hierarchy of Contract Documents

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

ARTICLE II
THE WORK

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

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

SAMPLE

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

ARTICLE III
CONTRACT TIME

3.1 Contract Term

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

3.2 Time and Liquidated Damages

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

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

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed

SAMPLE

substantially complete, and such partial use or occupancy shall not be evidence of Substantial completion.

3.4 Time is of the Essence

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

ARTICLE IV
CONTRACT PRICE

4.1 The Contract Price

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

4.1.2 The total lump sum amount to be paid by the Owner to the Contractor for the Contractor's limitedly and full performance of its obligations under the Agreement shall not exceed _____ ($_____). See **Exhibit B** (Cost Estimate) attached hereto and incorporated by reference herein.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

SAMPLE

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

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

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

SAMPLE

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

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

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

5.3 Withheld Payment

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

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

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

SAMPLE

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and all Contract Documents, and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees

SAMPLE

required by the Contract shall commence on the date of Final Completion of the Work. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

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

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

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

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

5.6.5 The Owner and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et al*., and the provisions of said Act are herein waived.

SAMPLE

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

SAMPLE

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor

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

7.2 Compliance with Contract

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

7.3 Reasonable Care and Skill

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

7.4 Warranty

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

7.4.2 The standard of care applicable to the Contractor's services shall be the standard of skill and diligence normally employed by businesses performing the same or similar services at the time the Contractor's services are performed. For a twelve (12) month period commencing with the completion of the Work, the Contractor shall re-perform, solely at its own cost and without additional compensation due from the Owner, any services not meeting this standard. The Contractor further warrants that any service it undertakes in the performance of the Work will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

SAMPLE

7.5 Permits

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

7.6 Supervision

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

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

Name	**Function**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Engineer a separate shop drawing and submittal schedule detailing the schedule for the submission to the Engineer of all shop drawings (if applicable) submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to

SAMPLE

reflect conditions encountered from time-to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Engineer may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 Required Documents at the Site

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

7.9 Shop Drawings, Product Data and Samples

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

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

SAMPLE

7.12 Indemnity

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

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

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

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

7.14 Separate Contracts

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Engineer's Administration

SAMPLE

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

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

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

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

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

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

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

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

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

8.2.10 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED,

SAMPLE

ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ENGINEER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ENGINEER TO THE OWNER.

8.3 Claims by the Contractor

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

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

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

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

8.3.4.1 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs

SAMPLE

incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

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

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

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

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

SAMPLE

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and Engineer, issued after execution of this Contract, authorizing, and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

SAMPLE

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

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

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

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as

SAMPLE

thus amended, the Contract Price and the Contract Time. The Contractor by executing the Change Order waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

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

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

SAMPLE

and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

SAMPLE

12.2 Termination by the Owner

12.2.1 *For Convenience*

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

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

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

12.2.1.4

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

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

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

(i) Contract prices for labor, materials, equipment and other services provided under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the Contractor would have not profited or would have sustained a loss if the entire Contract would

SAMPLE

have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

12.2.2 *For Cause*

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

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

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

12.3 Renewal

12.3.1 Pursuant to O.C.G.A. § 36-60-13, this Agreement shall commence on the effective date of this Agreement and shall terminate absolutely and without further obligation on the

SAMPLE

part of the Owner at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined in subsection 12.2.3.2 below.

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

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

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

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

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

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

(i) demobilization and remobilization, including such costs paid to Subcontractors;

(ii) preserving and protecting work in place;

(iii) storage of materials or equipment purchased for the Project, including insurance thereon;

(iv) performing in a later, or during a longer time frame than contemplated by this Contract.

SAMPLE

ARTICLE XIV
INSURANCE

14.1 Insurance

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

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

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

Workers' Compensation (WC):	
Bodily injury by Accident – each employee	$ 100,000
Bodily injury by Disease – each employee	$ 100,000
Bodily injury by Disease – policy limit	$ 500,000
Commercial General Liability (CGL):	$ 1,000,000
Each Occurrence Limit:	
Damage to Rented Premises – Ea. Occ.	$ 300,000
Medical Expense – any one person	$ 10,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000
Excess/Umbrella Liability:	
Each Occurrence:	$5,000,000
Aggregate:	$5,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

Workers' Compensation and Employer's Liability:

SAMPLE

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

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

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

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

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

ARTICLE XV
MISCELLANEOUS

15.1 Governing Law

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

SAMPLE

15.2 Successors and Assigns

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

15.3 Interpretation

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

15.4 Severability

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

15.5 Amendment and Waiver

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

15.6 Notice

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

SAMPLE

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

With copies to:
City Attorney
Denmark Ashby Matricardi
100 Hartsfield Centre Pkwy.
Ste. 400
Atlanta, Georgia 30354

If to the Contractor:

If to the Engineer:

_____
_____
_____
_____

15.7 Time is of the Essence

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

15.8 Participation in Federal Work Authorization Program

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

15.9 Counterparts

SAMPLE

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

15.10 Captions

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

15.11 Surety

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

15.12 Interpretation

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

SAMPLE

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

CITY OF STONECREST, GEORGIA _____

By: _____
(Signature)

_____
(Printed Name and Title)

_____
(Date of Execution)

Attest: _____
(SEAL)

By: _____
(Signature)

_____
(Printed Name and Title)

_____
(Date of Execution)

Attest: _____
(SEAL)

SAMPLE

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B
COST ESTIMATE

SAMPLE

EXHIBIT C
E-VERIFY AFFIDAVIT

SAMPLE

Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

ADDENDUM NO. 1 - CORRECTION TO PRE-BID MEETING
ORIGINAL: WEDNESDAY, FEBRUARY 26, 2026
REVISED: WEDNESDAY. FEBRUARY 25, 2026

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
ADDENDUM NO. 1 - CORRECTION PRE-BID MEETING DATE [pdf]	148 Kb	02/24/2026 09:33 AM EST	English

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

SOUTHEAST ATHLETIC COMPLEX DOG PARK

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: FEBRUARY 24, 2026

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING:**
   ORIGINAL: Wednesday, February 26, 2026

   REVISED: Wednesday, February 25, 2026

   Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, March 18, 2026**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

_____ _____
NAME OF COMPANY **BIDDER'S SIGNATURE**

DATE: _____



Disclaimer (shows up at the bottom of every page when vendor views solicitation online)
Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Addendum No. 2: Questions and Answers

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Questions and Answers [pdf]	3 Kb	03/09/2026 11:39 AM EDT	English

Questions & Answers - 1

Project	CITB-0002-26 - Southeast Athletic Complex Dog Park
Buying Organization	City of Stonecrest

No	Question/Answer	Question Date
Q1	**Question: Licensing and Certifications** In the ITB, it is stated that "the contractor must possess a business license, applicable general or specialized licenses, and certifications to be considered responsive". It then lists the following licenses and certifications: General Contractors License Design Professional License Land Survey License Utility/Excavation Certificate provided by GDOT or applicable agency Licensed Professional Engineer My question is this, is it possible to work with other subcontractors that can provide these licenses, or does the prime contractor have to have all of these? **Answer:** The prime contractor must possess a business license in the State of Georgia. The prime may use subcontractors to address the licenses and certification requirements required for this project.	02/25/2026
Q2	**Question: subcontractors** Do subcontractors need to be licensed in GA? **Answer:** Subcontractors need to be licensed in the State of Georgia.	03/03/2026
Q3	**Question: ADA Ramp Clarification** There is a line item for an ADA ramp on the pricing sheet. The mocked-up aerial view doesn't show where this ramp is to be located. Are there any other details you can provide on this line item, such as general location and length? **Answer:** ADA Ramp is an item in the Bid table to be used where Sidewalk will be connecting with the existing Road. The exact location will be determined during the design. It will be a typical Ramp to transition from Road grade.	03/05/2026

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 04-08-2026 15.50.05 PM

Solicitation Number: CITB-0002-26

					All Suppliers			
Solicitation Number	**Title**	**Publication Date**	**Closing Date**	**Status**	**Notified**	**Document/ Plan Takers**	**Submitted Bids**	**Downloaded documents**
CITB-0002-26	Southeast Athletic Complex Dog Park	02-04-2026	03-18-2026	Bids published	1,688	108	4	393
Totals					**1,688**	**108**	**4**	**393**

Solicitation Number: CITB-0002-26

Solicitation Title: Southeast Athletic Complex Dog Park

Advertisement Period: February 4, 2026 - March 18, 2026

				BIDDER'S:	Beam Team Construction. Inc. NON-RESPONSIVE		Collins General Construction, LLC		F.H. Paschen, S.N. Nielsen & Associates LLC		Hasbun Construction, LLC NON-RESPONSIVE	
Code	**Description**	**UOM**	**Quantity**		**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**
1	Design Services	Lump-Sum	1				$55,615.00	$55,615.00	$49,812.50	$49,812.50		
2	Entrance: Construct, Install and Remove	Each	1				$9,000.00	$9,000.00	$30,000.00	$30,000.00		
3	Double Row Slit Fence: Type S	Linear Foot/Feet	1380				$14.49	$19,996.20	$7.50	$10,350.00		
4	Clearing and Grubbing	Square Yard	5140				$7.50	$38,550.00	$12.50	$64,250.00		
5	Seeding, Temporary Erosion Control	Square Yard	5140				$3.31	$17,013.40	$4.50	$23,130.00		
6	Seeding, Permanent Erosion Control: Outside Dog Park	Square Yard	3160				$2.85	$9,006.00	$3.75	$11,850.00		
7	Fencing (Including 3 Single Leaf Gates)	Linear Foot/Feet	720				$25.69	$18,496.80	$67.50	$48,600.00		
8	TIFTUF Bermuda Sod: Installed inside dog park	Square Yard	1622				$4.93	$7,996.46	$6.50	$10,543.00		
9	Doggie Drinking Fountain: Model No. 513-1018 or Approved Equal To	Each	1				$6,175.00	$6,175.00	$3,881.00	$3,881.00		
10	Pet Waste Station with Sign: Model No. 135-1015 or Approved Equal To	Each	1				$6,175.00	$6,175.00	$560.00	$560.00		
11	Pet Waste Bag Dispenser: Model No. 135-1015 or Approved Equal To	Each	2				$3,087.50	$6,175.00	$560.00	$1,120.00		
12	Pet Waste Station Trash Receptacle: Model No. 135-1015 or Approved Equal To	Each	1				$6,175.00	$6,175.00	$600.00	$600.00		
13	Pet Waste Station Mounting Post: Model No. 135-1015 or Approved Equal To	Each	1				$6,175.00	$6,175.00	$217.00	$217.00		

14	Basic Bench “Paws and Bone”: Model 439-1011 or Approved Equal To	Each	4		$1,543.75	$6,175.00	$1,612.00	$6,448.00	
15	Leash Post: Model 439-1010 or Approved Equal To	Each	2		$3,087.50	$6,175.00	$886.50	$1,773.00	
16	Trash Receptacle: Model 439-1013 or Approved Equal To	Each	1		$6,175.00	$6,175.00	$1,518.00	$1,518.00	
17	King of the Hill “Cover”: Model No. 439-1001 or Approved Equal To	Each	2		$3,087.50	$6,175.00	$5,782.50	$11,565.00	
18	Doogie Crawl: Model No. 439-1007 or Approved Equal To	Each	2		$3,087.50	$6,175.00	$2,457.00	$4,914.00	
19	Hoop Jump: Model No. 439-1007 or Approved Equal To	Each	1		$6,175.00	$6,175.00	$2,457.00	$2,457.00	
20	Rover Jump Over: Model No. 439-1006 or Approved Equal To	Each	2		$3,087.50	$6,175.00	$1,933.50	$3,867.00	
21	Sidewalk: 5 ft, Approximately 4” Thick, No Rebar	Square Yard	300		$605.28	$181,584.00	$45.00	$13,500.00	
22	ADA Ramp	Each	1		$3,000.00	$3,000.00	$15,000.00	$15,000.00	
23	Black Gum Tree: Minimum 3” Caliper	Each	3		$1,500.00	$4,500.00	$3,250.00	$9,750.00	
24	Water Line to Fountain	Linear Foot/Feet	470		$25.53	$11,999.10	$100.00	$47,000.00	
25	Signage	Lump-Sum	1		$1,143.04	$1,143.04	$10,000.00	$10,000.00	
	TOTAL COST AMOUNTS:				**$452,000.00**		**$382,705.50**		
	RECOMMENDATION FOR AWARD:			**Non-Responsive: Bidder did not submit the required licenses and certifications as required by this solicitation.**			**AWARD**	**Non-Responsive: Bidder did not submit the required licenses and certifications as required by this solicitation.**

Note: Beam Team Construction Inc. and Hasbun Construction, LLC have been deemed non-responsive to the solicitation and it’s requirements. These bidder's did not submit the required licenses and certifications as required by this solicitaiton. **Recommendation for Award:** F.H. Paschen, S.N. Nielsen & Associates LLC is the lowest responsive and responsible bidder in response to this solicitation and it's requirements.

Prepared by: Tanisha Boynton, Procurement Manager / Procurement Official

CITB-0002-26, SOUTHEAST ATHLETIC COMPLEX DOG PARK				
BIDDER'S:	**Beam Team Construction. Inc. 1350 Bluegrass Lakes Parkway, Alpharetta, GA. 30004 NON-RESPONSIVE**	**Collins General Construction, LLC 3455 Peachtree Rd. NE, FL. 5, Atlanta, GA. 30326**	**F.H. Paschen, S.N. Nielsen & Associates, LLC 1371 Souhtland Cir. NW, Atlanta, GA. 30318**	**Hasbun Construction, LLC 6110 McFarland Station Dr., Unit 806, Alpharetta, GA. 30004 NON-RESPONSIVE**
Type of Business	**Inc. - Georgia**	**Inc. - Georgia**	**Inc. - Georgia**	**Inc. - Georgia**
PLEASE NOTE: THIS IS NOT BEING USED IN THIS EVALUATION PROCESS AND IS NOT A PART OF THE EVALUATION CRITERIA REQUIREMENTS.				
Business License in Georgia	**Yes**	**Yes**	**Yes - 5515 N East River Road, Chicago IL. 60656**	**Yes**
Special Terms and Conditions: Required Certicate(s)/License(s)				
Submitted Required Licenses/Certificate etc.	**No**	**Yes**	**Yes**	**No**
General Contractor License	**Yes**	**Yes**	**Yes**	**Yes**
Other Licenses: Design Professional License, Land Survey License, Utility/Excavation Certificate provided by GDOT or Applicable Agency, Licenses Professional Engineer (Georgia)	**No - Not Provided as required**	**Yes - Architect & Interior Design, Professional Engineering & Land Survey, Excavation and Trench (CERTUS), Journeyman Plumbers,**	**Yes - Landscape Architects, Professional Engineering & Land Surveyors, Utility Contractor**	**No - Not provided as required**
Copy of Active/Current Business License:	**Yes - Verified Active**	**Yes - Verified Active**	**Not Provided - Verified Active**	**Yes - Verified Active**
Attachment "A" - Bidders's Required Forms				
Bidder's Certification	**Yes**	**Yes**	**Yes**	**Yes**
Statement of Qualifications & Acknowledgement of Addendum(s): 1 Addenum	**Yes**	**Yes**	**Yes**	**Yes**
Authorized Signatories	**Yes**	**Yes**	**Yes**	**Yes**
Purchasing Policy Addendum	**Yes**	**Yes**	**Yes**	**Yes**

Conflict of Interest Disclosure	**Yes**	**Yes**	**Yes**	**Yes**
Affidavit Verification Status for City Public Benefit Application	**Yes**	**Yes**	**Yes**	**Yes**
Drug-Free Workplace	**Yes**	**Yes**	**Yes**	**Yes**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify)	**Yes**	**Yes**	**Yes**	**Yes**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify) - Subcontractor Affidavit	**Yes**	**Yes**	**Yes**	**Yes**
Indeminification Clause	**Yes**	**Yes**	**Yes**	**Yes**
Non-Collusion Affidavit	**Yes**	**Yes**	**Yes**	**Yes**
Vendor Certification Regarding Scrutinized Companies List	**Yes**	**Yes**	**Yes**	**Yes**
Trench Safety	**Yes**	**Yes**	**Yes**	**Yes**
Proof of Insurability	**Yes**	**Yes**	**Yes**	**Yes**
Bid Bond - Required with Submittal	**Yes**	**Yes**	**Yes**	**Yes**
Proof of ability to obtain a Performance and Payment Bond	**Yes**	**Yes**	**Yes**	**Yes**
Schedule 1 and 2	**Yes**	**No**	**Yes**	**Yes**
Subcontractors List	**Yes**	**Yes**	**Yes**	**Yes**
References: Three (3)	**Yes**	**Yes**	**Yes**	**Yes**
Attachment "B" - Bid Cost Proposal Form - Bid Sheet				
Attachment "B" - Bid Cost Proposal Form - Bid Sheet	**Yes**	**Yes**	**Yes**	**Yes**
EXCEPTIONS TAKEN TO CITB BY BIDDER	**None**	**None**	**None**	**None**

Additional Comment:	**Non-Responsive: Bidder did not submit the required licenses and certifications required.**			**Non-Responsive: Bidder did not submit the required licenses and certifications required.**
Prepared By: Tanisha Boynton, Procurement Manager/Procurement Official				

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

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0002-25, Southeast Athletic Complex Dog Park

* **NOTE:** BASES OF AWARD: The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: F.H. Paschen, S.N. Nielsen & Associates LLC

FEID #: 36-4518443

Address: 1371 Southland Cir NW, Atlanta, GA 30318

Authorized Signature: _____ Date: 03/18/2026 Phone: 404-942-1307 Fax: _____

E-mail: wthompson@fhpaschen.com Printed / Typed: Wayne Thompson Title: Agent / Vice President

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

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Design Services	LS	1	$ 49,812.50	$ 49,812.50
2	Entrance: Construct, Install and Remove	EA	1	$ 30,000.00	$ 30,000.00
3	Double Row Slit Fence: Type S	LF	1380	$ 7.50	$ 10,350.00
4	Clearing and Grubbing	SY	5140	$ 12.50	$ 64,250.00
5	Seeding, Temporary Erosion Control	SY	5140	$ 4.50	$ 23,130.00
6	Seeding, Permanent Erosion Control: Outside Dog Park	SY	3160	$ 3.75	$ 11,850.00
7	Fencing (Including 3 Single Leaf Gates)	LF	720	$ 67.50	$ 48,600.00
8	TIFTUF Bermuda Sod: Installed inside dog park	SY	1622	$ 6.50	$ 10,543.00
9	Doggie Drinking Fountain: Model No. 513-1018 or Approved Equal To	EA	1	$ 3,881.00	$ 3,881.00
10	Pet Waste Station with Sign: Model No. 135-1015 or Approved Equal To	EA	1	$ 560.00	$ 560.00
11	Pet Waste Bag Dispenser: Model No. 135-1015 or Approved Equal To	EA	2	$ 560.00	$ 1,120.00
12	Pet Waste Station Trash Receptacle: Model No. 135-1015 or Approved Equal To	EA	1	$ 600.00	$ 600.00
13	Pet Waste Station Mounting Post: Model No. 135-1015 or Approved Equal To	EA	1	$ 217.00	$ 217.00
14	Basic Bench "Paws and Bone": Model 439-1011 or Approved Equal To	EA	4	$ 1,612.00	$ 6,448.00

15	Leash Post: Model 439-1010 or Approved Equal To	EA	2	$ 886.50	$ 1,773.00
16	Trash Receptacle: Model 439-1013 or Approved Equal To	EA	1	$ 1,518.00	$ 1,518.00
17	King of the Hill "Cover": Model No. 439-1001 or Approved Equal To	EA	2	$ 5,782.50	$ 11,565.00
18	Doogie Crawl: Model No. 439-1007 or Approved Equal To	EA	2	$ 2,457.00	$ 4,914.00
19	Hoop Jump: Model No. 439-1007 or Approved Equal To	EA	1	$ 2,457.00	$ 2,457.00
20	Rover Jump Over: Model No. 439-1006 or Approved Equal To	EA	2	$ 1,933.50	$ 3,867.00
21	Sidewalk: 5 ft, Approximately 4" Thick, No Rebar	SY	300	$ 45.00	$ 13,500.00
22	ADA Ramp	EA	1	$ 15,000.00	$ 15,000.00
23	Black Gum Tree: Minimum 3" Caliper	EA	3	$ 3,250.00	$ 9,750.00
24	Water Line to Fountain	LF	470	$ 100.00	$ 47,000.00
25	Signage	LS	1	$ 10,000.00	$ 10,000.00
			TOTAL COST:	$ 382,705.50	

TOTAL COST IN WORDS:

Three hundred eighty-two thousand seven hundred five dollars and fifty cents

THE CITY OF STONECREST GEORGIA

SUBMITTED TO

Tanisha Boynton
City of Stonecrest
Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30038

SUBMITTED BY

F.H. Paschen, S.N. Nielsen & Associates LLC
1371 Southland Cir NW
Atlanta, GA 30318
404.942.1307
fhpaschen.com



SOUTHEAST ATHLETIC COMPLEX DOG PARK

CITB-0002-26

MARCH 18, 2026 | 3:00 PM EST

F.H. PASCHEN

March 18, 2026

Ms. Tanisha Boynton
City of Stonecrest
Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30038

RE: CITY OF STONECREST SOUTHEAST ATHLETIC COMPLEX DOG PARK I CITB-0002-26

Dear Ms. Boynton,

F.H. Paschen is pleased to submit our proposal for the City of Stonecrest Southeast Athletic Complex Dog Park project. With a family history as a General Contractor and Construction Manager of more than 115 years, we have been providing construction services under our present name for over 22 years and have had an Atlanta-based office since 2011. Our Atlanta team has strong working relationships with the local community, including agencies and municipalities, as well as the local trades/SBE community.

F.H. Paschen's projects with municipal clients across the country have allowed us to develop a comprehensive and informed understanding of what it takes to successfully deliver public projects. Having completed numerous recreational projects throughout Metro Atlanta, we bring immediate institutional knowledge of how to make City of Stonecrest's vision a reality. We understand that budgets are challenging and that designing toward a budget, rather than removing value, is critical. Construction deadlines are equally important, and our focus is to balance cost, schedule, and quality without compromising safety to deliver best-in-class service.

Pond & Company (Pond) will lead the park design for the project, drawing on its longstanding presence in the City of Atlanta since 2010 and a multidisciplinary team that brings a thoughtful, experienced approach to planning, designing, and delivering recreational projects. F.H. Paschen and Pond have experience working together on multiple Atlanta BeltLine projects, giving the team a strong understanding of local project standards and expectations. This experience positions the team to deliver maximum value to the City of Stonecrest while maintaining the highest standards of safety and quality.

We are in receipt of Addendum 1 and 2 and thank you for the opportunity to submit our proposal. We look forward to establishing a partnership with City of Stonecrest. Please contact Vice President, Wayne Thompson at wthompson@fhpaschen.com or at 404-942-1307.

Sincerely,

Chuck Freiheit, PE
Agent / Chief Operating Officer

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
1371 Southland Cir NW I Atlanta, GA 30318
p. 404.942.1307 | www.fhpaschen.com

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on December 4, 2025.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Robert F. Zitek	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Leo J. Wright	Agent
John Morley	Agent

Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Tyrone Baasch	Agent	David P. Roy	Agent
Josh Curran	Agent	Ronald Rydosz	Agent
Charles Lawler	Agent	Joseph Schmitz	Agent
Marcus LuMaye	Agent	Jeremy Seyller	Agent
Michael Meredith	Agent	Timothy B. Stone	Agent
Matthew Moss	Agent	Kenneth Swartz	Agent
Francis Mullaghy	Agent	Bradley Tallyn	Agent
James Reitz	Agent	Wayne Thompson	Agent
William Rocha	Agent	Michael Walsh	Agent

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 5th day of December, 2025.

James Habschmidt
Secretary

State of Illinois
County of Cook
Subscribed and sworn to before me this 5th day of December, 2025.

Notary Public

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2026

City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

SOUTHEAST ATHLETIC COMPLEX DOG PARK

TO: ALL BIDDERS

FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE

DATE: FEBRUARY 24, 2026

CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. **PRE-BID MEETING:**
   ORIGINAL: Wednesday, February 26, 2026

   REVISED: Wednesday, February 25, 2026

   Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, March 18, 2026**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

F.H. Paschen, S.N. Nielsen & Associates LLC
NAME OF COMPANY

DATE: 03/18/2026

BIDDER'S SIGNATURE
Chuck Freiheit, PE, Agent / Chief Operating Officer

ATTACHMENT "A"

BIDDER'S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder's submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

_____✓_____ Bidder's Certification Page signed and notarized

_____✓_____ All required forms completed, signed and notarized (as applicable)

_____✓_____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.

_____✓_____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

THE CITY OF STONECREST GEORGIA

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

F.H. Paschen, S.N. Nielsen & Associates LLC — NAME OF BUSINESS

cfreiheit@fhpaschen.com — E-MAIL ADDRESS

BY: Chuck Freiheit
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

Chuck Freiheit, PE, Agent / Chief Operating Officer
PRINTED NAME AND TITLE

1371 Southland Cir NW
MAILING ADDRESS

Atlanta, GA 30318
CITY, STATE, ZIP CODE

404-942-1307
TELEPHONE NUMBER

TYPE: _____

Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

(SEAL)

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

A. White
Notary Name, Printed, Typed or Stamped

Commission Number: 883661 Commission Expires: 10/11/26

THE CITY OF STONECREST GEORGIA

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1371 Southland Cir NW

City: Atlanta State: GA Zip: 30318

Telephone No. 404-942-1307 FAX No. _____ Email: cfreiheit@fhpaschen.com

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	02/24/2026				
2	03/09/2026				

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: Chuck Freiheit, PE **Signature:** 

Title: Agent / Chief Operating Officer **Date:** 03/18/2026

THE CITY OF STONECREST GEORGIA

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Chuck Freiheit, PE, **Title** Agent / Chief Operating Officer **Telephone Number** 404-942-1307

Chuck Freiheit, PE
Authorized Signature / Name

Date: 03/18/2026

Agent / Chief Operating Officer
Title

Federal Employer I.D. No. (FEIN): 36-4518443

Dun and Bradstreet No.: 62-405-1137 * As a private company, we do not submit information to D&B

F.H. Paschen, S.N. Nielsen & Associates LLC
Legal Business Name

Website Address: www.fhpaschen.com

Principal Place of Business Address: Atlanta/ Fulton /Georgia
(City/County/State)

Telephone Number: 404-942-1307

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
✓ Other - Specify LLC

(b) State of Incorporation: Illinois

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

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

THIS CERTIFICATION is submitted by Chuck Freiheit, PE, (Authorized Officer or Agent Print) the Agent / Chief Operating Officer (Title)

of F.H. Paschen, S.N. Nielsen & Associates LLC (Name of Company)

SIGNATURE

03/18/2026
DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal. James V. Blair, Agent/Chief Executive Officer, owns greater than 5% of F.H. Paschen, S.N. Nielsen & Associates LLC.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: Chuck Freiheit, PE,

Title: Agent / Chief Operating Officer

Signature: 

Company/Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1371 Southland Cir NW, Atlanta, GA 30318

Phone: 404-942-1307 E-mail Address: cfreiheit@fhpaschen.com

Date: 03/18/2026

THE CITY OF STONECREST GEORGIA

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

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

1. Chuck Freiheit, PE, I am a United States citizen

OR

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

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

Signature of Applicant: ___ Date: 03/18/2026

Printed Name: Chuck Freiheit, PE,

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

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

Other Identifying Number: _____

Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

A. White
Notary Public Signature

A. White
Notary Name, Printed, Typed or Stamped

883601
Commission Number

10/11/26
Commission Expires

(SEAL)

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 1 026

DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with F.H. Paschen, S.N. Nielsen & Associates LLC (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

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

THIS CERTIFICATION is submitted by Chuck Freiheit, PE, (Authorized Officer or Agent Print) the Agent / Chief Operating Officer (Title)

of F.H. Paschen, S.N. Nielsen & Associates LLC (Name of Company)

Signature _____ Date 03/18/2026

Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature _____

Notary Name, Printed, Typed or Stamped A. White

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

Commission Number: 883661

Commission Expires: 10/11/26

(SEAL)

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

Contractor(s) Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1371 Southland Cir NW, Atlanta, GA 30318

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

450532
E Verify ™ Company Identification Number

09/23/2011
Date of Authorization

BY: _____
(Authorized Officer or Agent)
Chuck Freiheit, PE

Agent / Chief Operating Officer
Title

Date: 03/18/2026

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this 18 day of March 2026, by Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

A. White
Notary Name, Printed, Typed or Stamped

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026
(SEAL)

Commission Number: 888661 Commission Expires: 10/11/26

THE CITY OF STONECREST GEORGIA

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

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

1624474
Federal Work Authorization User Identification Number

06/05/2025
Date of Authorization

Pond & Company, Inc.
Name of Subcontractor

Southeast Athletic Complex Dog Park
Name of Project

Name of Officer

City of Stonecrest
Name of Public Employer

Vice President
Title of Officer

The foregoing instrument was acknowledged before me this 13th day of March 2026, by Mark Hanselman, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nicole Lynn Manuel
Notary Public Signature

Nicole Lynn Manuel
Notary Name, Printed, Typed or Stamped

Commission Number: N/A

Commission Expires: February 14, 2029

(SEAL)

NICOLE LYNN MANUEL NOTARY PUBLIC GWINNETT COUNTY, GEORGIA 2.14.29

INDEMINIFICATION CLAUSE

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

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

F.H. Paschen, S.N. Nielsen & Associates LLC — Bidder's Name

Signature — Chuck Freiheit, PE

03/18/2026 — Date

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this 18 day of March 2026, by Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

A. White

Notary Name, Printed, Typed or Stamped

Commission Number: 883661

Commission Expires: 10/11/26

(SEAL)

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

Chuck Freiheit, PE
Bidder's Name

Signature

Agent / Chief Operating Officer
Title

03/18/2026
Date

F.H. Paschen, S.N. Nielsen & Associates LLC
Company/Firm Name

1371 Southland Cir NW, Atlanta, GA 30318
Address

404-942-1307
Phone Number

cfreiheit@fhpaschen.com
E-Mail Address

The foregoing instrument was acknowledged before me this 18 day of March 2026, by Chuck Freiheit who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Q. White
Notary Name, Printed, Typed or Stamped

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

(SEAL)

Commission Number: B03661 Commission Expires: 10/11/26

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: F.H. Paschen, S.N. Nielsen & Associates LLC
Vendor FEIN: 36-4518443
Vendor's Authorized Representative Name and Title: Chuck Freiheit, PE, Agent / Chief Operating Officer
Address: 1371 Southland Cir NW
City: Atlanta State: GA Zip: 30318
Phone Number: 404-942-1307
Email Address: cfreiheit@fhpaschen.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: Chuck Freiheit, PE

Title: Agent / Chief Operating Officer

Signature: 

Date: 03/18/2026

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his/her bid and in the Total Bid Price are costs for complying with the Georgia Underground Facility Protection Act (GUFPA). The Bidder further identifies the costs of such compliance to summarized below:

Trench Safety Measures (Describe)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. TBD - We will resubmit this form after design is complete.				
B.				
C.				
D.				

The Bidder certifies that all trench excavation done within his/her control in excess of five (5') feet in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R.s. 1926.650 Subpart P. and the Georgia Underground Facility Protection Act (GUFPA).

Failure to complete the above may result in a non-responsive, non-responsible determination.

Date: 03/18/2026

Name: Chuck Freiheit, PE Signature: _____

Title: Agent / Chief Operating Officer

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this 18 day of March 2026, by Chuck Freiheit who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

(SEAL)

A. White
Notary Name, Printed, Typed or Stamped

Commission Number: 883661

Commission Expires: 10/11/26

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED F.H. Paschen, S.N. Nielsen and Associates LLC 1371 Southland Cir NW Atlanta, GA 30318	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Zurich Insurance Company — 40142 **INSURER C :** XL Specialty Ins. Co. — 37885 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011007640-05 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO 5833476-13	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 10,000 2,000,000 4,000,000 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP5833474-13	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			US00076565LI25A	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 5833475-13 (AOS) WC 5833477-13 (WI)	10/01/2025 10/01/2025	10/01/2026 10/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Of Insurance

CERTIFICATE HOLDER

F.H. Paschen, S.N. Nielsen and Associates, LLC
1371 Southland Cir NW
Atlanta, GA 30318

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 21182-CNA-26-70

Bid Bond

CONTRACTOR:
(Name, legal status and address)
F.H. Paschen, S.N. Nielsen & Associates LLC

1371 Southland Circle
Atlanta, GA 30318

OWNER:
(Name, legal status and address)
The City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30038

SURETY:
(Name, legal status and principal place of business)
Continental Casualty Company
151 N Franklin Street
Chicago, IL 60606
State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
CITB-0002-26 Southeast Athletic Complex Dog Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March , 2026

Kathleen Pattison
(Witness) Kathleen Pattison

F.H. Paschen, S.N. Nielsen & Associates LLC
(Principal) (Seal)
(Title) Roland Schneioder, Authorized Agent & VP

Nicole M West
(Witness) Nicole M. West

Continental Casualty Company
(Surety) (Seal)
(Title) Sandra M Nowak, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sandra M Nowak

of Chicago, Illinois, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 21182-CNA-26-70

Principal: F.H. Paschen, S.N. Nielsen & Associates LLC

Obligee: The City of Stonecrest

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on November 24, 2025.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten, Vice President

State of South Dakota, County of Minnehaha, ss:

On November 24, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commision expires
November 2, 2028

A. ELLSWORTH
NOTARY PUBLIC
SOUTH DAKOTA

A. Ellsworth, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies on 03/12/2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HA
and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the April 25, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Continental Casualty Company
Liberty Mutual Insurance Company
Fidelity and Deposit Company of Maryland

March 12, 2026

The City of Stonecrest

3120 Stonecrest Blvd., Suite 190

Stonecrest, GA 30038

Principal: F.H. Paschen, S.N. Nielsen & Associates LLC

CITB-0002-26 Southeast Athletic Complex Dog Park

To Whom It May Concern:

Continental Casualty Company (A.M. Best Rated A+ / financial size XV), Liberty Mutual Insurance Company (A.M. Best Rated A / financial size XV), and Fidelity and Deposit Company of Maryland (A.M. Best Rated A+ / financial size XV) are the sureties for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA LLC is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC. F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project which they have chosen to undertake. As such, Continental Casualty Company, Liberty Mutual Insurance Company, and Fidelity and Deposit Company of Maryland highly recommend them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility which will support individual projects up to $500,000,000.00 and an aggregate work program in the range of $1,300,000,000.00. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of $500,000,000.00 in available capacity.

Continental Casualty Company, Liberty Mutual Insurance Company, and Fidelity and Deposit Company of Maryland hold F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard and heartily endorse their organization. With an award of the contract to F.H. Paschen, S.N. Nielsen & Associates LLC and subsequent to their request for such bonds, Performance and Payment bonds for the above project may be executed by the sureties subject to normal underwriting requirements. You understand that any arrangements for bonds, however, is a matter between F.H. Paschen, S.N. Nielsen & Associates LLC, Continental Casualty Company, Liberty Mutual Insurance Company, and Fidelity and Deposit Company of Maryland, and we assume no liability to third parties or to you if for any reason we do not execute bonds.

Sincerely,

Continental Casualty Company
Liberty Mutual Insurance Company
Fidelity and Deposit Company of Maryland

Sandra M. Nowak, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sandra M. Nowak

of Chicago, Illinois, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: N/A

Principal: F.H. Paschen, S.N. Nielsen & Associates LLC

Obligee: The City of Stonecrest

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on November 24, 2025.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten, Vice President

State of South Dakota, County of Minnehaha, ss:

On November 24, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commision expires
November 2, 2028

A. ELLSWORTH
NOTARY PUBLIC
SOUTH DAKOTA

A. Ellsworth, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies on March 12, 2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the April 25, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Liberty Mutual SURETY

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra M. Nowak

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. Nowak, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of March, 2026.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SCHEDULE 1

BID NUMBER: CITB-0002-26 LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS

ENTERPRISE TO: F.H. Paschen, S.N. Nielsen & Associates LLC
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual _____a corporation _____a partnership _____a joint venture

_____The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____ % of the dollar value will be awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-1

TBD - will be completed after design is finalized.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

BID NUMBER: CITB-0002-26 LIAISON: _____

TO: F.H. Paschen, S.N. Nielsen & Associates LLC
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual_____a corporation _____a partnership _____a joint venture

____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: $_____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____% of the dollar value will be awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

_____
(NAME OF LOCAL CONTRACTOR)

DATE:_____

BY:_____
(SIGNATURE OF LOCAL CONTRACTOR)

SCH-2

SUBCONTRACTORS

Please provide a list of Subcontractors that will be used to complete the work requested herein

Company Name: Pond & Company

Address: 3100 Interstate N Cir, Suite 600, Atlanta, GA 30339

Phone Number: (770) 557-5628 E-mail: Leslie.Oubre@pondco.com

License Held: GA Licensed Professional Landscape Architect License Number: #1425

Company Name: Terra Solutions & Services, LLC

Address: 2650 Holcomb Bridge Rd, Suite 310, Alpharetta, GA 30022

Phone Number: (770) 780-9607 E-mail: Chris@terrasolutionsllc.com

License Held: GA Licensed Utility Contractor License Number: UC302715

Company Name: **Additional subs will be determined once design is finalized.**

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Design-Build and Construction Services for a Dog Park in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: F.H. Paschen, S.N. Nielsen & Associates LLC

CLIENT NO.1 - Name of company/firm to be contacted: Atlanta Beltline Inc.

Address: 100 Peachtree St #2300, Atlanta, GA 30303

Contact Person: Kynthia Gaines, Director of Construction

Phone No: (678) 590-6009

Contact E-Mail Address: kgaines@atlbeltline.org

Project Performance Period: 06/2025 to 08/2027
(Dates should be in mm/yy format)

Project Name: Atlanta Beltline

Location of Project: Atlanta, GA

Description of the overall scope: Please refer to the project profile on the following page.

Description of work that was self-performed by Bidder:
N/A

Atlanta Beltline

Atlanta Beltline, Inc. | Atlanta, GA

START DATE:
06/2025

COMPLETION DATE:
08/2027

VALUE:
$30 Million

DESCRIPTION:

F.H. Paschen is supporting the City of Atlanta and Atlanta Beltline with construction services across the 22-mile Beltline, delivering consistent, high-quality trail enhancements, signage, and safety improvements throughout the corridor.

CMAR Services for Signage and Crosswalk Installation
F.H. Paschen is installing regulatory and wayfinding signage along all mainline and connector trails, as well as decorative sandblasted and re-striped crosswalks, with all elements following ABI branding standards.

Northwest Trail, Segment 4
This mile-long trail runs from English and Culpepper to the Monday Night Brewery parking lot at Trabert and includes a 240-foot pedestrian bridge over an active CSX railroad. The scope includes demolition, earthwork, drainage, electrical and telecom installations, retaining walls, elevated structures, micropiles, trail construction, paving, curb and gutter, fencing, and utility relocations. The project requires close coordination with CSX and the City's Fleet Services Department to maintain ongoing operations.

Construction Task Order Services Contract

Sample task orders include:

- Northeast Trail 1 Security Improvements
- Spur Pole Replacements
- WST6 Potholing
- Westside Trail 6 Security Improvements
- Westside Trail Extension Camera Replacement
- Wylie Security Improvements





REFERENCE: Director of Construction | Kynthia Gaines | kgaines@atlbeltline.org | 678.590.6009

CLIENT NO.2 - Name of company/firm to be contacted: Kimley-Horn

Address: 1200 Peachtree Street Northeast, Suite 800, Atlanta, GA 30309

Contact Person: Matt Dunagin, Project Manager

Phone No: (864) 590-9246

Contact E-Mail Address: Matt.dunagin@kimley-horn.com

Project Performance Period: 09/2022 to 07/2023
(Dates should be in mm/yy format)

Project Name: Chamblee Rail Trail and Rideshare Pocket Park

Location of Project: Chamblee, GA

Description of the overall scope: Please refer to the project profile on the following page.

Description of work that was self-performed by Bidder:

N/A

Chamblee Rail Trail and Rideshare Pocket Park

City of Chamblee | Chamblee, GA

START DATE:
09/2022

COMPLETION DATE:
07/2023

VALUE:
$10 Million

DESCRIPTION:

This project improved pedestrian mobility and strengthened community connections throughout the City of Chamblee. As part of our State of Georgia ezIQC contract, F.H. Paschen was contracted by the City of Chamblee to develop the Rail Trail multi-use path, providing pedestrians with improved access to key destinations including the Chamblee MARTA station, nearby parks, and other community amenities. Following construction of the initial segment, F.H. Paschen completed five additional trail segments and delivered substantial streetscape improvements.

As part of the corridor improvements, the project also included construction of an interactive Rideshare Pocket Park designed to create a vibrant public gathering space where pedestrians can comfortably wait and connect with rideshare services. The scope included construction of concrete walkways and curbs, installation of artificial turf and landscaping, and associated electrical work. Amenities such as outdoor seating, a sun shade, musical chimes, and drum-style seating were added to enhance the user experience. Sidewalks were finished with colorful thermoplastic coatings, and a mural by a local artist was installed to reflect and celebrate the community.









REFERENCE: Project Manager | Matt Dunagin | Matt.dunagin@kimley-horn.com | 864.590.9246

CLIENT NO. 3 - Name of company/firm to be contacted: DeKalb County School District

Address: 1780 Montreal Road, Tucker, GA 30084

Contact Person: Lemuel Hawkins, Senior Project Manager III

Phone No: (404) 668-9960

Contact E-Mail Address: Lemuel_Hawkins@dekalbschoolsga.org

Project Performance Period: 05/2023 to 08/2023
(Dates should be in mm/yy format)

Project Name: Sequoyah & Chapel Hill Middle School Mini Pitch Soccer Field

Location of Project: DeKalb County, GA

Description of the overall scope: Please refer to the project profile on the following page.

Description of work that was self-performed by Bidder:
N/A

Sequoyah & Chapel Hill MS Mini Pitch Soccer Field

DeKalb County School District | DeKalb County, GA

SIZE:
11,000 SF

START DATE:
05/2023

COMPLETION DATE:
08/2023

VALUE:
$299,488

DESCRIPTION:

F.H. Paschen was contracted by DeKalb County School District to furnish and install a 60’ x 90’ artificial turf field to be used for soccer at both Sequoyah and Chapel Hill Middle Schools. This contract included core drilling existing asphalt tennis courts for drainage then installing SportsGrass Edge XP premium synthetic turf and EPS recycled plastic perimeter boards. The fields were then striped per recreational soccer standards before new 6’6” x 12’ goal posts and nets were installed.





OWNER / USER REFERENCE: Senior Project Manager III | Lemuel Hawkins | Lemuel_hawkins@DeKalbschoolsga.org | 678-676-1363

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Design-Build and Construction Services for a Dog Park in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. ~~PRIME BIDDER'S~~ Designer's NAME: Pond & Company

CLIENT NO.1 - Name of company/firm to be contacted: Atlanta Downtown Improvement District

Address: 84 Walton St NW, Suite 500, Atlanta, GA 30303

Contact Person: Jennifer Ball, Chief Operating Officer

Phone No: (404) 376-2865

Contact E-Mail Address: NEED

Project Performance Period: 02/2021 to 06/2024
(Dates should be in mm/yy format)

Project Name: Woodruff Park Dog Park Schematic Design and Phase 1 Park Improvements

Location of Project: Atlanta, GA

Description of the overall scope: Refine the dog park area from an initial concept design previously completed to Schematic Construction Documents. Additionally, provide contract documents and construction administration for improvements to Woodruff Park.

Description of work that was self-performed by Bidder:
N/A





CLIENT NO.2 - Name of company/firm to be contacted: Ruby-Collins, Inc.

Address: 4875 Martin Court, Smyrna, Georgia 30082

Contact Person: TJ Ackerman, Vice President

Phone No: (404) 576-4982

Contact E-Mail Address: NEED

Project Performance Period: 03/2024 to Currently Under Construction
(Dates should be in mm/yy format)

Project Name: Peoplestown Public Greenpace

Location of Project: Atlanta, GA

Description of the overall scope: Design-build effort with the Custer Avenue Multi Benefit Capacity Relief Project for the City of Atlanta, Watershed Management Department, Atlanta, Georgia (OWNER) and Ruby-Collins, Inc. (DESIGN-BUILDER) to design and build the park amenity constructed on top of the Peoplestown Combined Sewer Vault.

Description of work that was self-performed by Bidder:
N/A







CLIENT NO. 3 - Name of company/firm to be contacted: City of Fairburn

Address: 314 NW Broad Street, Fairburn, Georgia 30213

Contact Person: Lester Thompson, MPA, Director of Community Development/Public Works

Phone No: (404) 576-4982

Contact E-Mail Address: lthompson@fairburn.com

Project Performance Period: 10/2022 to 11/2025
(Dates should be in mm/yy format)

Project Name: Fairburn Golightly Greenspace

Location of Project: Fairburn, GA

Description of the overall scope: Concept and design of Rain Garden and Greenspace development with additional services of lighting design for walking paths. Key elements specified inclided pavilion, pedestrian bridge, picnic tables, swing benches, lawn space, bike rack, and concrete plaza.

Description of work that was self-performed by Bidder:
N/A





STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA008128
Charles William Freiheit, Jr
5515 N East River Road
Chicago IL 60656

Company Name: F H Paschen S N Nielsen & Associates LLC
Company License NO: GCCO008128
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 02/07/2023

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

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

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

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

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

Charles William Freiheit, Jr
5515 N East River Road
Chicago IL 60656

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
License No. GCQA008128
Charles William Freiheit, Jr

5515 N East River Road
Chicago IL 60656

Company Name: F H Paschen S N Nielsen & Associates LLC
Company License NO: GCCO008128
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 02/07/2023

STATE OF GEORGIA
Brad Raffensperger, Secretary of State
Georgia Board of Landscape Architects
Landscape Architect
LICENSE NO. LA001425
Leslie Still Oubre
Tate, GA 30177
Expiry Date - 12/31/2026
Status - Active
Issue Date - 09/27/2005

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

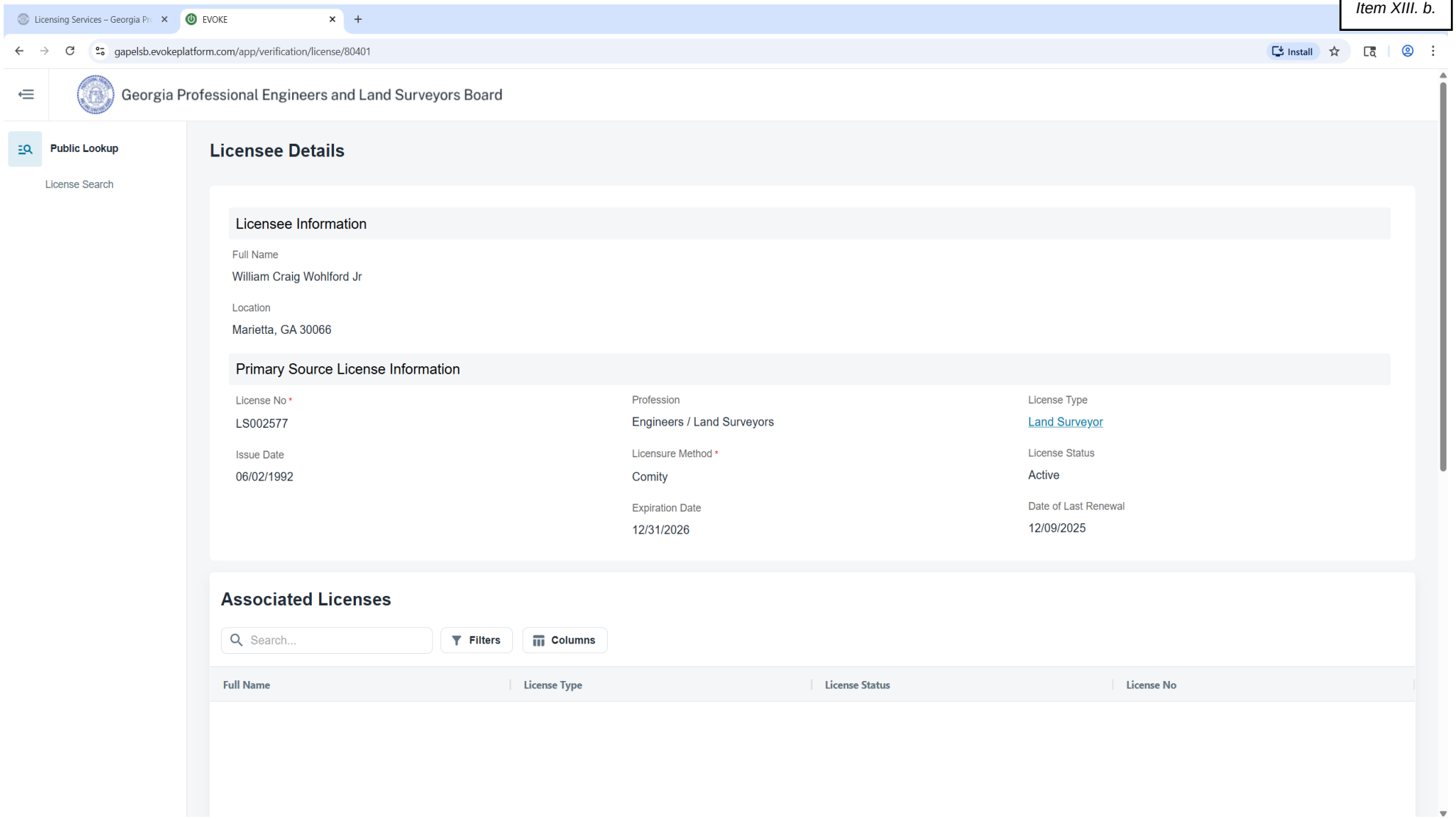
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the GOALS Portal https://goals.sos.ga.gov/.

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

Georgia Professional Licensing Boards Division
3920 Arkwright Rd, Suite 195
Macon, GA 31210
Phone: (404) 424-9966
https://goals.sos.ga.gov/.

STATE OF GEORGIA
Brad Raffensperger, Secretary of State
Georgia Board of Landscape Architects
Landscape Architect
LICENSE NO. LA001425
Leslie Still Oubre
Tate, GA 30177
Expiry Date - 12/31/2026
Status - Active
Issue Date - 09/27/2005


Licensing Services – Georgia Pr
EVOKE
gapelsb.evokeplatform.com/app/verification/license/80401
Install
Georgia Professional Engineers and Land Surveyors Board
Public Lookup
License Search
Licensee Details
Licensee Information
Full Name
William Craig Wohlford Jr
Location
Marietta, GA 30066
Primary Source License Information
License No *
LS002577
Profession
Engineers / Land Surveyors
License Type
Land Surveyor
Issue Date
06/02/1992
Licensure Method *
Comity
License Status
Active
Expiration Date
12/31/2026
Date of Last Renewal
12/09/2025
Associated Licenses
Search...
Filters
Columns
Full Name
License Type
License Status
License No

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302715
Terra Solutions & Services LLC
Chris Sasser
2650 Holcomb Bridge Rd
Suite 310
Alpharetta GA 30022

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 05/20/2024

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

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

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

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

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

Terra Solutions & Services LLC
2650 Holcomb Bridge Rd
Suite 310
Alpharetta GA 30022

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302715
Terra Solutions & Services LLC
Chris Sasser
2650 Holcomb Bridge Rd
Suite 310
Alpharetta GA 30022

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 05/20/2024

Your License Pocket Card

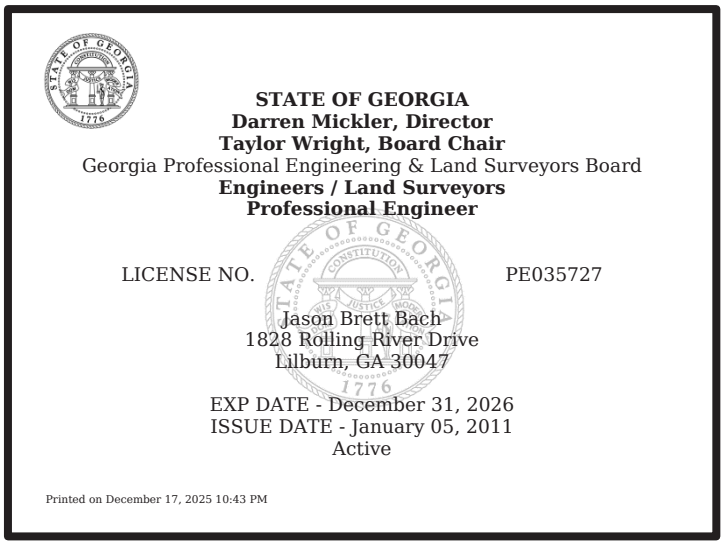
See your pocket-sized license card below.

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the Licensing Portal at gapelsb.evokeplatform.com/app/licensingPortal

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

Georgia Professional Engineers & Land Surveyors Board
229 Peachtree Street Northeast, International Tower, Suite 1875
Atlanta, GA 30303
Phone: (404) 693-5754
Email: info@pels.ga.gov



STATE OF GEORGIA
Darren Mickler, Director
Taylor Wright, Board Chair
Georgia Professional Engineering & Land Surveyors Board
Engineers / Land Surveyors
Professional Engineer

LICENSE NO. PE035727

Jason Brett Bach
1828 Rolling River Drive
Lilburn, GA 30047

EXP DATE - December 31, 2026
ISSUE DATE - January 05, 2011
Active

Printed on December 17, 2025 10:43 PM

THE CITY OF
STONECREST
GEORGIA



F.H. PASCHEN

THE CITY OF STONECREST, GEORGIA

CONTRACT FOR SOUTHEAST ATHLETIC COMPLEX DOG PARK

Execution Date: _____

Table of Contents

ARTICLE I THE CONTRACT AND THE CONTRACT DOCUMENTS 1
1.1 The Contract 1
1.2 The Contract Documents 1
1.3 Entire Agreement 1
1.4 No Privity with Others 2
1.5 Intent and Interpretation 2
1.6 Ownership of Contract Documents 3
1.7 Hierarchy of Contract Documents 3
ARTICLE II THE WORK 3
ARTICLE III CONTRACT TIME 4
3.1 Contract Term 4
3.2 Time and Liquidated Damages 4
3.3 Substantial Completion 4
3.4 Time is of the Essence 5
ARTICLE IV CONTRACT PRICE 5
4.1 The Contract Price 5
ARTICLE V PAYMENT OF THE CONTRACT PRICE 5
5.1 Schedule of Values 5
5.2 Payment Procedure 5
5.3 Withheld Payment 7
5.4 Unexcused Failure to Pay 7
5.5 Substantial Completion 8
5.6 Completion and Final Payment 8
ARTICLE VI THE OWNER 9
6.1 Information, Services and Things Required from Owner 9
6.2 Right to Stop Work 10
6.3 Owner's Right to Perform Work 10
ARTICLE VII THE CONTRACTOR 10
7.1 The Contractor 10
7.2 Compliance with Contract 11
7.3 Reasonable Care and Skill 11

7.4 Warranty 11
7.5 Permits 11
7.6 Supervision 12
7.7 Schedules 12
7.8 Required Documents at the Site 13
7.9 Shop Drawings, Product Data and Samples 13
7.10 Cleaning the Site and the Project 13
7.11 Access to Work 13
7.12 Indemnity 13
7.13 Means, Methods, Techniques, Sequences, Procedures and Safety 14
7.14 Separate Contracts 14
ARTICLE VIII CONTRACT ADMINISTRATION 14
8.1 Engineering ..... **Error! Bookmark not defined.**
8.2 Engineer's Administration 14
8.3 Claims by the Contractor 15
8.4 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated 17
ARTICLE IX SUBCONTRACTORS 17
9.1 Definition 17
9.2 Award of Subcontracts 17
ARTICLE X CHANGES IN THE WORK 18
10.1 Changes Permitted 18
10.2 Change Order Defined 18
10.3 Changes in the Contract Price 18
10.4 Effect of Executed Change Order 19
10.5 Notice to Surety; Consent 19
ARTICLE XI UNCOVERING AND CORRECTING WORK 20
11.1 Uncovering Work 20
11.2 Correcting Work 20
11.3 Owner May Accept Defective or Nonconforming Work 20
ARTICLE XII CONTRACT TERMINATION 21
12.1 Termination by the Contractor 21
12.2 Termination by the Owner 21

12.3 Renewal 23
ARTICLE XIII OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE 24
ARTICLE XIV INSURANCE 24
ARTICLE XV MISCELLANEOUS 26
15.1 Governing Law 26
15.2 Successors and Assigns 26
15.3 Interpretation 26
15.4 Severability 26
15.5 Amendment and Waiver 27
15.6 Notice 27
15.7 Time is of the Essence 28
15.8 Participation in Federal Work Authorization Program 28
15.9 Counterparts 28
15.10 Captions 28
15.11 Surety 28
15.12 Interpretation 28

EXHIBIT A SCOPE OF WORK

EXHIBIT B COST ESTIMATE

EXHIBIT C E-VERIFY AFFIDAVIT

CONTRACT FOR SOUTHEAST ATHLETIC COMPLEX DOG PARK AND INCORPORATED GENERAL CONDITIONS

This Agreement is made by and between the **CITY OF STONECREST, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and **F.H. PASCHEN, S.N. NIELLSEN & ASSOCIATES, LLC**, a corporation created and existing under the laws of the State of Georgia (the "Contractor"), under seal for design build services for the Southeast Athletic Complex Dog Park Project within the City of Stonecrest (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

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

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

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

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

1.6 Ownership of Contract Documents

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

1.7 Hierarchy of Contract Documents

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

ARTICLE II
THE WORK

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

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows: See **Exhibit A**, which is

attached hereto and is incorporated herein by reference.

ARTICLE III
CONTRACT TIME

3.1 Contract Term

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

3.2 Time and Liquidated Damages

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

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

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial completion.

3.4 Time is of the Essence

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

ARTICLE IV
CONTRACT PRICE

4.1 The Contract Price

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

4.1.2 The total lump sum amount to be paid by the Owner to the Contractor for the Contractor's limitedly and full performance of its obligations under the Agreement shall not exceed THREE HUNDRED EIGHTY-TWO THOUSAND, SEVEN HUNDRED AND FIVE DOLLARS AND FIFTY CENTS 50/100($382,705.50). See **Exhibit B** (Cost Proposal) attached hereto and incorporated by reference herein.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from

the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

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

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

5.3 Withheld Payment

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

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and all Contract Documents, and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

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

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

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

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

5.6.5 The Owner and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et al*., and the provisions of said Act are herein waived.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor

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

7.2 Compliance with Contract

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

7.3 Reasonable Care and Skill

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

7.4 Warranty

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

7.4.2 The standard of care applicable to the Contractor's services shall be the standard of skill and diligence normally employed by businesses performing the same or similar services at the time the Contractor's services are performed. For a twelve (12) month period commencing with the completion of the Work, the Contractor shall re-perform, solely at its own cost and without additional compensation due from the Owner, any services not meeting this standard. The Contractor further warrants that any service it undertakes in the performance of the Work will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

7.5 Permits

7.5.1 The Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful

requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.6 Supervision

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

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

Name	**Function**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Engineer a separate shop drawing and submittal schedule detailing the schedule for the submission to the Engineer of all shop drawings (if applicable) submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Engineer may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION,

OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 Required Documents at the Site

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

7.9 Shop Drawings, Product Data and Samples

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

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, officers, employees, agents and representatives from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage,

loss or expense is attributable to injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

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

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

7.14 Separate Contracts

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Engineer's Administration

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

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

through the Engineer.

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

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

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

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

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

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

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

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

8.3 Claims by the Contractor

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

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

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

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

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

8.3.5 *Claims for Additional Time* -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by Changes Ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's

control, then the date for achieving Substantial completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

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

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

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

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and Engineer, issued after execution of this Contract, authorizing, and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in the Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be

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

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

10.4 Effect of Executed Change Order

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

10.5 Notice to Surety; Consent

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

Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost

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

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 *For Convenience*

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

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

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

12.2.1.4

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

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

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

(i) Contract prices for labor, materials, equipment and other services provided under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

12.2.2 *For Cause*

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

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

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

12.3 Renewal

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

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

12.3.3 Notwithstanding anything contained in subsection 12.2.3.2 above, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise

unobligated funds are no longer available to satisfy the obligations of the Owner under the Agreement.

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

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

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

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

(i) demobilization and remobilization, including such costs paid to Subcontractors;

(ii) preserving and protecting work in place;

(iii) storage of materials or equipment purchased for the Project, including insurance thereon;

(iv) performing in a later, or during a longer time frame than contemplated by this Contract.

ARTICLE XIV
INSURANCE

14.1 Insurance

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

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

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

Commercial General Liability (CGL): Each Occurrence Limit $ 1,000,000

Damage to Rented Premises – Ea. Occ.	$300.000
Medical Expense – any one person	$10,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000
Bodily injury by Disease – each employee	$100,000
Bodily injury by Disease – policy limit	$500,000
Excessive / Umbrella Liability	
Each Occurrence	$5,000,000
Aggregate	$5,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

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

Workers' Compensation and Employer's Liability:
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

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

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

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;

- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

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

ARTICLE XV
MISCELLANEOUS

15.1 Governing Law

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

15.2 Successors and Assigns

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

15.3 Interpretation

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

15.4 Severability

15.4.1 If any provision of this Contract shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure

such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Contract, such invalid or unenforceable provision shall be deemed stricken from this Contract.

15.5 Amendment and Waiver

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

15.6 Notice

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

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

With copies to:
City Attorney
Denmark Ashby Marticardi
100 Hartsfield Centre Pkwy.
Ste. 400
Atlanta, Georgia 30354
Email:

If to the Contractor:
F.H. Paschen, S.N. Nielsen & Associates, LLC
1371 Southland Circle, NW
Atlanta, Georgia 30318
Email: wthompson@fhpaschen.com

If to the Engineer:
City Engineer
3120 Stonecrest Blvd, Suite 190
Stonecrest, Georgia 30038

15.7 Time is of the Essence

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

15.8 Participation in Federal Work Authorization Program

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

15.9 Counterparts

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

15.10 Captions

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

15.11 Surety

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

15.12 Interpretation

15.12.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the

Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

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

CITY OF STONECREST, GEORGIA

By: _____
(Signature)

_____
(Printed Name and Title)

_____
(Date of Execution)

Attest: _____
(SEAL)

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC

By: _____
(Signature)

Wayne Thompson VP
(Printed Name and Title)

5/11/26
(Date of Execution)

Attest: _____
(SEAL)

SUSAN KRUZICEVICH NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 06/19/2027

EXHIBIT A
SCOPE OF WORK

1. PURPOSE:
The City of Stonecrest ("City") is seeking qualified and experienced Design-Build Firm ("DBF"), herein after referred to as ("**Contractor**") to respond to a fixed (one-time) project for the Design-Build and Construction of a dog park at the Southeast Athletic Complex in the City of Stonecrest. The dog park shall include fencing, equipment, water fountain, installation of potable water line, access sidewalk etc. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid ("CITB").

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

Prices offered on the ***Attachment "B"*** - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Note: Bid Line Items may not be fully disbursed. Please incorporate the cost within the provided bid line items in ***Attachment "B".***

2. BACKGROUND:
Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 ("The Perimeter") and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:
The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

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

1. City of Stonecrest ordinances and regulations;
2. OSHA standards and guidelines;
3. Americans with Disabilities Act (ADA).
4. ASTM International standards for fences (F209) and playground surfaces (F1951, F2223), as amended;
5. U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook, as amended; and

6. Local, State, and Federal Park Installation regulations and requirements, as amended.

Note: Failure to follow governing regulations may lead to project delays and stoppage of work as deemed necessary by the Contract Administrator / Designee.

5. PROJECT LOCATION AND CONDITION: (See ***Attachment "C"*** – Dog Park Location & GIS Map)
The dog park will be constructed at the Southeast Athletic Complex, 5845 Hillvale Road, Stonecrest, Ga. 30058. Total internal area of small and large dog park is approximately 14,600 sq. ft. The complex is open to the public during regular operating hours. The Contractor shall take measures to not disrupt access to the parks. Link to Google Maps aerial view: https://maps.app.goo.gl/qBiwXrSxsZe5F3Qz9.

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

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

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

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

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

6.5 The Contractor shall hold bi-weekly progress meetings at the site, including City and subcontractor representatives. The Contractor shall record meeting minutes and distribute them to attendees prior to the next progress meeting.

7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Contract Administrator / Designee and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

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

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

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

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

8.3 The Work shall be Substantially Completed within **120** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. WORK TO BE PERFORMED:
The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein and in accordance with ***Attachment "D"*** – Dog Park Amenities, ***Attachment "C"*** – Dog Park Location and GIS Map, and manufacturers' technical Specifications. Work shall include but is not limited to; purchase and installation of amenities and equipment. The Contractor is to carefully review and comply with all the notes and requirements shown on ***Attachment "C" and Attachment "D"***.

Note: Attachment "C" – Amenities are illustrative of the amenities the City would like used for the dog park.

9.1 Surveying:
A Georgia licensed land surveyor shall lay out the park and roadway boundaries. Upon achievement of substantial completion milestone, the contractor shall provide the City with an as-built plan prepared by the land surveyor.

9.2 Design:

A Georgia licensed design professional (civil engineer or landscape architect) shall prepare a detailed design for the dog park and associated amenities based on the schematic layout provided by the City. Design shall be reviewed by the City. Construction shall move forward after the City has indicated plan approval in writing.

9.3 Erosion Control:

The Contractor is to install erosion controls around the area of land to be disturbed. The erosion control plan, prepared by a certified professional, is to be provided to the City in advance for review and approval. Erosion control elements are to be maintained for the duration of the construction period.

9.4 Clearing and grubbing:

Existing ground cover is to be removed. This shall include the removal of existing kudzu on site. A minimum of 20 ft. is to be cleared beyond the footprint of the new construction.

9.5 Excavation and grading:

Excavated material shall be disposed of offsite in a lawful manner.

9.6 Fencing:

The Contractor shall supply and install approximately 1,050 linear feet of 5 ft. tall, 2-inch diameter post, black, chain link fencing with bottom rail and top rails shall be installed per schematic layout provided. A doggie airlock (double-gate system) is essential for safety, allowing dogs to enter/exit off-leash in a contained space.

9.7 Gates:

The Contractor shall supply and install Three (3), 4ft wide walk gates with spring loaded closer and hardware including latch/lock hardware shall be provided at entrance to the dog park to prevent unauthorized dog entry and exit.

FENCE & GATE ILLUSTRATION

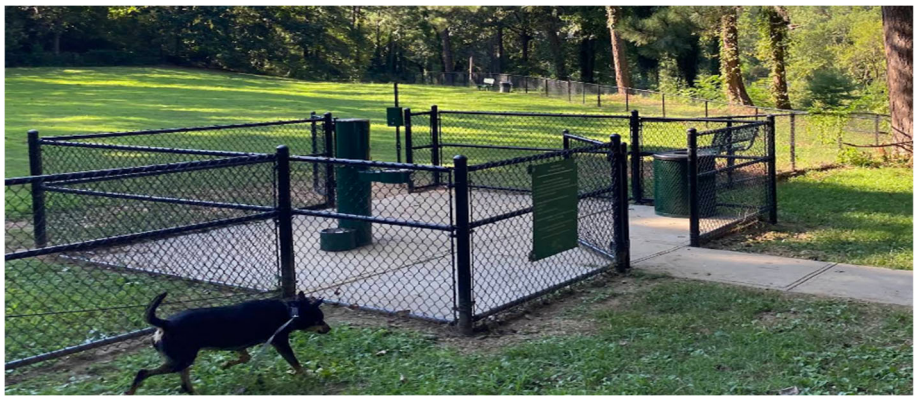


ILLUSTRATION OF DOG PARK ENTRANCE CONFIGURATION SHOWING LEASHING/UNLEASHING ENTRANCE AREA WITH FOUNTAIN

9.8 Ground Cover & Sod:

The Contractor shall supply and install ground cover within the dog park.

9.8.1 Grass:

The Contractor shall maintain grass by watering and fertilizing for a period of thirty (30) days period after substantial completion.

9.8.2 Sod:

The Contractor shall supply and install TIFTUF Bermuda Sod. After construction has been completed the disturbed area around the facility footprint shall be permanently stabilized with grass sod. The Contract shall supply and install sod. The Contractor shall water and fertilize the installed sod for a thirty (30) day period beyond installation to ensure viability.

9.9 Trees:

The Contractor shall supply and install Three (3) black gum trees outside the fencing of the dog park to provide shade. Trees shall be 3-inch caliper and must be staked. Exact position of trees is to be determined in the field by the City representative.

9.10 Park Amenities: (***Attachment "B"*** – Dog Park Amenities or **Approved Equal To**)

Playground equipment, benches, and associated footings, pet waste station, leash post, trash receptacle, and drinking fountain and associated plumbing (shall include verification and connection to existing water line, dry backflow preventer, permit application, review, inspection, and signoff).

9.11 Signage:

A sign, similar to the one shown below, shall be installed at the entrance to the dog park in a location that is readily visible at eye level.



9.12 Permitting:

Georgia Soil and Water Conservation Commission (GSWCC) and City of Stonecrest permitting will be required. City of Stonecrest permitting fees will be waived.

9.13 Progress Plans:

Proposer is to provide the City with a full set of plans at the 30% and 90% stage for review and comments. 100% complete plans are to be used for permitting.

9.14 Construction Documents:

The Contractor shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These redlined plans shall be made available throughout the contract. Prior to Final Completion, the DBC shall submit close-out documents including a PDF set of as-built plans.

9.15 Installation:

The Contractor shall include all costs associated with the foundations, installation, and removal of spoils etc. of items described below:

- Material and Installation of five (5) foot tall black vinyl coated #11-1/2-gauge chain link fence.
- Material and installation of all top rail, line posts with concrete, corner posts with concrete, gate posts with concrete, bottom tension wire.

- Material and installation of dark green PVC slats.
- Material and installation of single swing gates, as described above.

9.16 Repair:
The Contractor shall protect, touch-up, repair, or replace damaged material, items and products until receipt of final acceptance from the Contract Administrator/Designee at no additional cost to the City.

9.17 Utilities:

9.17.1 The Contractor may encounter utilities at the locations where work is to be performed. The Contractor shall contact the City Engineer/Designee to discuss next steps. The Contractor shall work with the City to ensure the applicable companies are notified and obtain all applicable clearances prior to commencement of any clearing and excavation activities.

9.17.2 Disruption in services:
It is not anticipated there will be a disruption in service. However, if it is necessary, the Contractor shall notify the Contract Administrator/Designee and obtain written authorization prior to commencement of such work.

9.18 Schedule:
The Contractor shall submit a construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with a Notice-to-Proceed (NTP through Final Completion. Schedules shall be provided within 5 business days of NTP.

9.19 Electrical
All electrical work shall be done in accordance with IBC, NFPA, and NEC.

9.20 Amenities Minium Requirements **or Approved Equal To**:
The Contractor shall provide amenities and equipment that are in the same style depicted in ***Attachment "D"*** – Amenities or an **Approved Equal To**.

Note: Products provided by the Contractor shall be installed in accordance with manufacturer's instructions and technical specifications.

Manufacturer: The Park and Facilities or **Approved Equal To**

- Doggy Drinking Fountain – Model No. 513-1018 or **Approved Equal To**.
- Pet Waste Station with Sign – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Bag Dispenser – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Station Trash Receptacle – Model No. 135-1015 or **Approved Equal To**.
- Pet Waste Station Mounting Post – Model No. 135-1015 or **Approved Equal To**.

- Basic Bench – Model No. 439-1011 or **Approved Equal To**.
- Leash Post – Model No. 439-1010 or **Approved Equal To**.
- Trash Receptacle – Model No. 439-1013 or **Approved Equal To**.
- King of The Hill – Model No. 439-1001 or **Approved Equal To**.
- Doogie Crawl – Model No. 439-1007 or **Approved Equal To**.
- Hoop Jump – Model No. 439-1007 or **Approved Equal To**.
- Rover Jump Over – Model No. 439-1006 **Approved Equal To**.

Note: Please Refer to page ITB-3, Request for Approved Equals or Equivalent. Contractor shall provide the accepted and approved gazebo style and type submitted bid response.

Alternatives/Deviations: Alternatives/Deviations after bids due date and contract award shall be at no additional cost to the City, if accepted by the City. The Contractor shall purchase and install the gazebo style and type approved by the City. Alternatives/Deviations will not be accepted without written authorization by the City. If Alternative/Deviations are approved by the City, it will be at no additional cost to the City. The amount to be paid to the Contractor shall be in accordance with Attachment "B" – Bid Cost Proposal (Bid Sheet) received on bids due date.

9.21 Materials and Equipment:
Materials & Equipment shall be non-toxic, and resistant to weather, chewing, and scratching. Common materials include heavy0duty metal, aluminum, and thermoplastic coating. Equipment shall be free of sharp edges, pinch points, and entrapment hazards. Safe surfacing, such as wood fiber or engineered wood fiber (EWF), is recommended to provide stability and safety.

9.22 Sidewalk and ADA Ramp:
The Contractor shall install a 5 ft sidewalk and ADA Ramp where specified in ***Attachment "C"*** – Dog Park Location and GIS Map. The ADA Ramp shall be installed in compliance with ADA requirements. Sidewalk installation includes clearing, grubbing, and installation of temporary erosion control measures.

9.23 Water Line:
The Contractor shall install a water line for the fountain that will be installed. Refer to Attachment "C" – Dog Park Location and GIS Map to view the existing water and sewer infrastructure at the site. The drinking fountain at the dog park shall be connected to the existing 8-inch diameter ductile iron portable water line on site.

10. CONTRACTOR RESPONSIBILITIES:
Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

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

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

10.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

10.5 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

10.6 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10.7 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

10.8 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

10.9 The Contractor shall enforce strict disciple and good order amongst its employees and other persons carrying out work under this contract.

10.10 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

10.11 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

10.12 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

10.13 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

10.14 The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).

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

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

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

13. LIQUIDATED DAMAGES:
Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars **($100.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

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

14.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the

period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

14.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

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

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

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

18. DISPOSAL OF EXCESS MATERIAL:
All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

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

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

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

22. WARRANTY:
The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, parts, components, equipment and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by City. Parts and equipment shall be replaced during the warranty period and have a warranty matching that of the original part from date of replacement. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

Thermoplastic/Canine Coated Elements shall have a warranty of five (5) years.

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

24. WORK ACCEPTANCE:

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

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

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

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

25.2 Submitted all other required contract deliverables; and

25.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of the contract documents, whether or not fabricated, installed or completed. This shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor bears the costs of correcting such

rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.

25.4 The Contractor shall provide the following upon completion of the project:

25.4.1 Product list containing product names, product numbers, contact information and method of application for all materials used on the project.

25.4.2 Warranty letter (to cover a one-year period of trees starting with final written acceptance by the City)

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

27. INVOICING AND PAYMENT:
The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Invoices will be reviewed and approved by City staff prior to payment. Invoices shall be submitted once a month. Invoices shall consist of the following:

27.1 Construction and installation service progress for the project.

27.2 Supporting documentation including narrative of completed work with associated photos, and any other data required by the City (e.g. daily activity reports).

27.3 Invoice should be signed by Contract Administrator/Designee.

27.4 Final Invoice Payment: Upon Completion and City's Acceptance of Work.

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

EXHIBIT B
COST PROPOSAL

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

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Design Services	LS	1	$ 49,812.50	$ 49,812.50
2	Entrance: Construct, Install and Remove	EA	1	$ 30,000.00	$ 30,000.00
3	Double Row Slit Fence: Type S	LF	1380	$ 7.50	$ 10,350.00
4	Clearing and Grubbing	SY	5140	$ 12.50	$ 64,250.00
5	Seeding, Temporary Erosion Control	SY	5140	$ 4.50	$ 23,130.00
6	Seeding, Permanent Erosion Control: Outside Dog Park	SY	3160	$ 3.75	$ 11,850.00
7	Fencing (Including 3 Single Leaf Gates)	LF	720	$ 67.50	$ 48,600.00
8	TIFTUF Bermuda Sod: Installed inside dog park	SY	1622	$ 6.50	$ 10,543.00
9	Doggie Drinking Fountain: Model No. 513-1018 or Approved Equal To	EA	1	$ 3,881.00	$ 3,881.00
10	Pet Waste Station with Sign: Model No. 135-1015 or Approved Equal To	EA	1	$ 560.00	$ 560.00
11	Pet Waste Bag Dispenser: Model No. 135-1015 or Approved Equal To	EA	2	$ 560.00	$ 1,120.00
12	Pet Waste Station Trash Receptacle: Model No. 135-1015 or Approved Equal To	EA	1	$ 600.00	$ 600.00
13	Pet Waste Station Mounting Post: Model No. 135-1015 or Approved Equal To	EA	1	$ 217.00	$ 217.00
14	Basic Bench "Paws and Bone": Model 439-1011 or Approved Equal To	EA	4	$ 1,612.00	$ 6,448.00

15	Leash Post: Model 439-1010 or Approved Equal To	EA	2	$ 886.50	$ 1,773.00
16	Trash Receptacle: Model 439-1013 or Approved Equal To	EA	1	$ 1,518.00	$ 1,518.00
17	King of the Hill "Cover": Model No. 439-1001 or Approved Equal To	EA	2	$ 5,782.50	$ 11,565.00
18	Doogie Crawl: Model No. 439-1007 or Approved Equal To	EA	2	$ 2,457.00	$ 4,914.00
19	Hoop Jump: Model No. 439-1007 or Approved Equal To	EA	1	$ 2,457.00	$ 2,457.00
20	Rover Jump Over: Model No. 439-1006 or Approved Equal To	EA	2	$ 1,933.50	$ 3,867.00
21	Sidewalk: 5 ft, Approximately 4" Thick, No Rebar	SY	300	$ 45.00	$ 13,500.00
22	ADA Ramp	EA	1	$ 15,000.00	$ 15,000.00
23	Black Gum Tree: Minimum 3" Caliper	EA	3	$ 3,250.00	$ 9,750.00
24	Water Line to Fountain	LF	470	$ 100.00	$ 47,000.00
25	Signage	LS	1	$ 10,000.00	$ 10,000.00
			TOTAL COST:	$ 382,705.50	

TOTAL COST IN WORDS:

Three hundred eighty-two thousand seven hundred five dollars and fifty cents

EXHIBIT C
E-VERIFY AFFIDAVIT

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

Contractor(s) Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1371 Southland Cir NW, Atlanta, GA 30318

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

450532
E Verify ™ Company Identification Number

09/23/2011
Date of Authorization

BY: _____
(Authorized Officer or Agent)
Chuck Freiheit, PE

Agent / Chief Operating Officer
Title

Date: 03/18/2026

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this 18 day of March 2026, by Chuck Freiheit, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

A. White
Notary Name, Printed, Typed or Stamped

A WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 11, 2026

(SEAL)

Commission Number: 888661 Commission Expires: 10/11/26

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

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

1624474
Federal Work Authorization User Identification Number

06/05/2025
Date of Authorization

Pond & Company, Inc.
Name of Subcontractor

Southeast Athletic Complex Dog Park
Name of Project

Name of Officer

City of Stonecrest
Name of Public Employer

Vice President
Title of Officer

The foregoing instrument was acknowledged before me this 13th day of March 2026, by Mark Hanselman, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

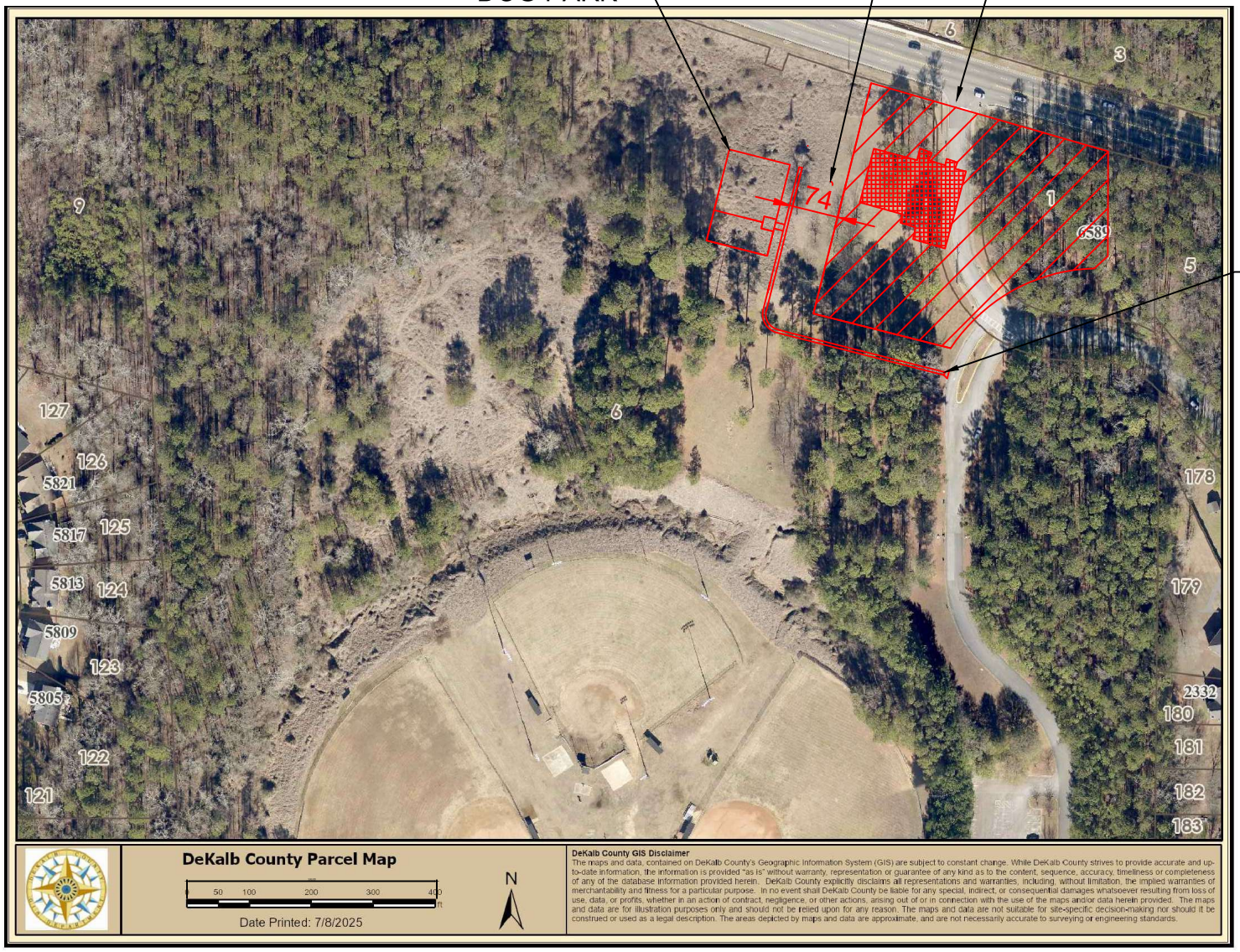
Nicole Lynn Manuel
Notary Name, Printed, Typed or Stamped

Commission Number: N/A

Commission Expires: February 14, 2029

(SEAL)
NICOLE LYNN MANUEL
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
2.14.29

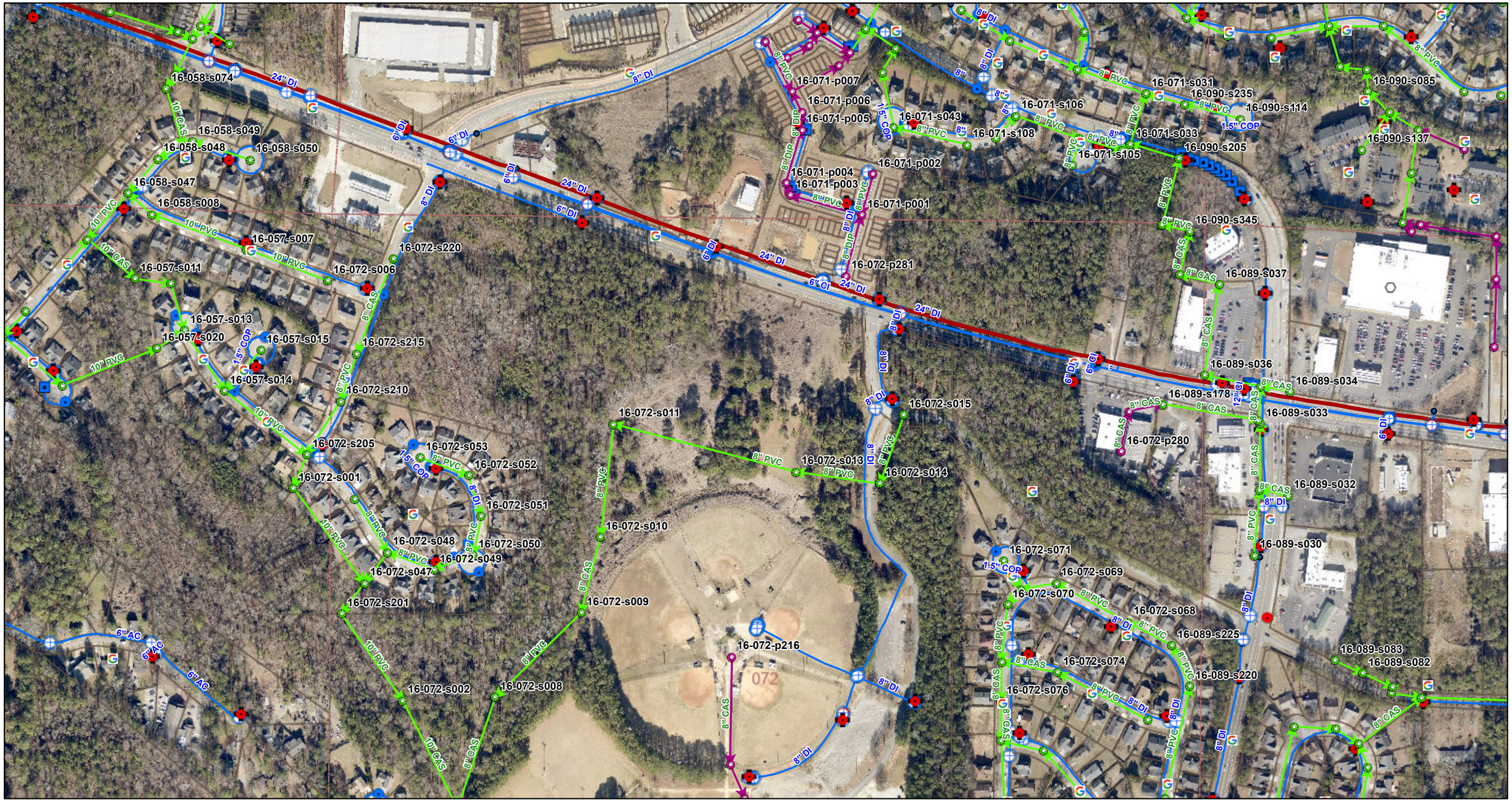
ATTACHMENT "C"
DOG PARK LOCATION INFORMATION



DOG PARK LOCATION

ATTACHMENT "C"
DOG PARK LOCATION INFORMATION
"GIS MAP"

Item XIII. b.



7/10/2025, 1:58:14 PM

1:4,514

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

Google Street View

Manholes
- DEKALB
- PRIVATE

Sewer Mains
- DEKALB
- PRIVATE
- Water Hydrants
- Water Valves

Water Fittings
- 11 Bend
- 22 Bend
- 45 Bend
- 90 Bend
- Hydrant Tap
- Plug
- Reducer
- Tap Sleeve
- Tee
- Valve
- WML
- Water Transmission Lines
- Water Mains
- Land Lot

Districts
- Legal Annotation
- District
- Land Lot
- Parcels

512

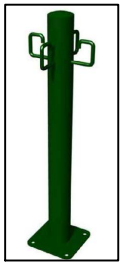
DeKalb County Watershed Managment

The data provided in this map is provided for informational and planning purposes only. DeKalb County DWM is not responsible for the misuse or misrepresentation of the data.

ATTACHMENT "D"
AMENITIES OR APPROVE EQUAL TO



1) Paws and Bone Bench (4)



2) Leash Post (2)



3) Trash Receptacle (1)



4) Pet Waste Station (1)



5) Doggie Crawl (2)



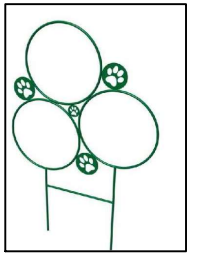
6) Rover Jump Over (2)



7) Drinking Fountain (1)



8) King of the Hill (2)



9) Hoop Jump (1)

DOG PARK AMENITIES

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance Appointing DeKalb County Board of Registrations and Elections to Conduct the City of Stonecrest Special Election

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**

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Sonya Isom, City Clerk

PRESENTER: Sonya Isom, City Clerk

PURPOSE: The purpose of this item is to seek Council's approval of an ordinance appointing Dekalb County to conduct the City's Special Election for 2026.

FACTS: To appoint Dekalb County Board of Registrations and Elections to conduct the City of Stonecrest Special Election scheduled to be held on November 3, 2026. As part of conducting this election, the City is appointing Dekalb County to conduct the election on the City's behalf as outlined in the attached ordinance.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Ordinance

CITY OF STONECREST

ORDINANCE NO.

AN ORDINANCE BY THE CITY OF STONECREST, GEORGIA AUTHORIZING DEKALB COUNTY BOARD OF REGISTRATIONS AND ELECTIONS TO CONDUCT A SPECIAL ELECTION ON NOVEMBER 3, 2026, AND IF NECESSARY, TO CONUDCT A RUNOFF ELECTION TO BE HELD ON DECEMBER 1, 2026; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the City in accordance with O.C.G.A. § 21-2-540 et seq the City will hold a Special Election on Tuesday, November 3, 2026 ("Special Election"); and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-501 may have need to hold additional City elections, including a runoff election on December 1, 2026 in addition to the Special Election, collectively ("Elections"); and

WHEREAS the Stonecrest City Council is hereby in agreement that it would be in the best interests of its citizens, pursuant to O.C.G.A. Section 21-2-45, to allow the DeKalb County Board of Registrations and Elections staff equipment and expertise to conduct the Elections, and

WHEREAS the City and DeKalb County executed an Intergovernmental Agreement for the Provision of Election Services between Dekalb County and the City of Stonecrest ("IGA"); and

WHEREAS the City wishes to execute an agreement in conjunction with the IGA to allow the DeKalb County Board of Registrations and Elections to conduct the Elections; and

WHEREAS individual duties and responsibilities of both the City and DeKalb County staff shall be set forth in more detail in the IGA; and

WHEREAS the City agrees to pay all costs associated with such Elections in a manner provided in the IGA.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof: That in accordance with O.C.G.A. §21-2-45(c) the City is authorized to enter into an agreement authorizing Dekalb County Board of Registration and Elections to conduct the City of Stonecrest Special Election on November 3, 2026 and if necessary to conduct a Runoff Election to be held on December 1, 2026

Section 1. That the City Attorney is hereby directed to prepare an agreement with Dekalb County Board of Registration and Elections for execution by the Mayor in a substantially similar form to the agreement set forth in **Exhibit A** attached hereto.

Section 2. That the City shall pay DeKalb County all costs incurred in conducting the Special Election specifically enumerated in the Intergovernmental Agreement for the provision of Election services between DeKalb County and the City of Stonecrest attached hereto as **Exhibit B**.

Section 3. That the agreement with DeKalb County Board of Registration and Elections shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the contracting party.

ORDAINED this _____ day of _____, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

_____

City Attorney

EXHIBIT A

Agreement to Appoint DeKalb County Board of Registrations and Elections to Conduct the City of Stonecrest 2026 Special Election and Runoff Election

As per the Intergovernmental Agreement for the provision of Election Services between DeKalb County and the City of Stonecrest previously approved to conduct the City of Stonecrest Elections, THE CITY OF STONECREST hereby request that DeKalb County Board of Registrations and Elections conduct a Special Election on November 3, 2026, and if necessary to conduct a Runoff Election to be held on December 1, 2026.

This _____ day of _____ 2026.

CITY OF STONECREST, GEORGIA

By: _____

Mayor for City of Stonecrest, Georgia

ATTEST

By: _____

Clerk for City of Stonecrest, Georgia

The DeKalb County Board of Registration and Elections agrees to conduct the City of Stonecrest November Municipal Election on November 4, 2025.

This _____ day of _____ 2025

_____(SEAL)

Election Supervisor

DeKalb County Board of Registration and Elections

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF STONECREST, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 2nd day of October, 2018, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Stonecrest, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as "SB 208"); and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia, will renew on an annual basis, and will terminate on December 31, 2067, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests, as necessary, for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least one hundred twenty (120) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:
Director, DeKalb County Registrations and Elections
4380 Memorial Drive, Ste. 300
Decatur, Georgia 30032
(404) 298-4038 (facsimile)

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
(404) 371-3024 (facsimile)

If to the City:
City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
(470) 299-4214 (facsimile)

With a copy to:
City Attorney
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
(470) 299-4214 (facsimile)

With a copy to:
Thompson Kurrie, Jr.
City Attorney
City of Stonecrest
3475 Lenox Road, NE, Ste. 400
Atlanta, Georgia 30326
(770) 689-9729 (facsimile)

ARTICLE 10
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in

the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

by/ Dir

(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

ERICA HAMILTON
Director / Supervisor
DeKalb County Board of
Registrations and Elections

APPROVED AS TO FORM:

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF STONECREST, GEORGIA

(SEAL)

JASON LARY, SR.
Mayor

ATTEST:

BRENDA JAMES
Municipal Clerk

APPROVED AS TO SUBSTANCE:

THOMPSON KURRIE, JR.
City Attorney

EXHIBIT A

As per the Agreement executed on October 15, 2018, THE CITY OF STONECREST hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF STONECREST _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of
Registrations and Elections

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Set Qualifying Dates & Fees for the November 3, 2026 Special Election

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**

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

Current Council Meeting: Monday, June 22, 2026

SUBMITTED BY: Sonya Isom, City Clerk

PRESENTER: Sonya Isom, City Clerk

PURPOSE: The purpose of this item is to seek Council's approval of a Resolution establishing the qualifying dates and fees for candidates qualifying for the November 3, 2026 Special Election.

FACTS:

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Resolution

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA CALLING FOR A SPECIAL ELECTION IN THE CITY OF STONECREST TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 TO FILL THE UNEXPIRED TERM OF THE DISTRICT 2 COUNCILMEMBER; TO CONDUCT A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON TUESDAY, DECEMBER 1, 2026; TO FIX AND PUBLISH QUALIFYING FEES; TO SET THE LOCATION, DATES AND TIME FOR CANDIDATES QUALIFYING TO FILL MUNICIPAL OFFICES; TO ESTABLISH QUALIFYING AS A PAUPER; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Section 2.06 of the City Charter states that all elections conducted in the City shall be conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A and grants that the City Council shall, by ordinance or resolution, prescribe such rules and regulations as it deems appropriate for the establishment of qualifying fees, to fulfill any options and duties under Chapter 2 of Title 21 of the O.C.G.A; and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-540 et seq the City will hold a Special Election on Tuesday, November 3, 2026 ("Special Election"); and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-501 may have need to hold additional City elections, including a runoff election on December 1, 2026 in addition to the Special Election, collectively ("Elections"); and

WHEREAS, pursuant to the O.C.G.A. § 21-2-131(a)(1)(A); the governing authority of any municipality, at least 35 days prior to the special election of any year in which the Special Election to be held, shall fix and publish a qualifying fee for each municipal office to be filled in the upcoming election; and

WHEREAS, pursuant to the O.C.G.A §21-2-131(a)(1)(A), such fee shall be (3) three percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law; and

WHEREAS, the current annual salaries for these elected municipal offices are as follows: City Councilmember - $15,000;

WHEREAS, pursuant to the O.C.G.A § 21-2-132 (g) and (h), a pauper's affidavit and accompanying qualifying petition may be filed in lieu of paying a qualifying fee.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, calling for a special election in the City of Stonecrest, Georgia on Tuesday, November 3, 2026 to fill the unexpired term of the District 2 Councilmember**.**

BE IT FURTHER RESOLVED, that if necessary a runoff election shall be held on December 1, 2026.

BE IT FURTHER RESOLVED, that the City's Election Superintendent shall "call" said Elections by publishing notice in a newspaper of general circulation at least 29 days before the Special Election is held.

BE IT FURTHER RESOLVED, that the City shall fix and publish the qualifying fees, location, dates, and times at least 35 days prior to the Special Election.

BE IT FURTHER RESOLVED, that candidates shall qualify to fill the aforementioned offices by filing a notice of candidacy and paying the required fee to the City's Election Superintendent, or by filing a pauper's affidavit and accompanying petition with, the City's Election Superintendent or designated agent at 3120 Stonecrest Blvd. Stonecrest, GA 30038 no earlier than the date of the call and shall end no later than 25 days prior to the Special Election in accordance with 21-2-132(c)(3)(A).

BE IT FURTHER RESOLVED, that the qualifying period shall a minimum of three and no more than five consecutive days.

BE IT FURTHER RESOLVED, the qualifying fees for each candidate for DISTRICT 2 COUNCILMEMBER shall be (3) three percent of the total gross salary of the office paid in the preceding calendar year and are therefore set as follows:

District 2 Councilmember - Four-Hundred and Fifty Dollars and No/Cents - ($450.00).

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SO RESOLVED, this _____ day of _____, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA:

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY COUNCIL AGENDA ITEM

SUBJECT: Feral Hog Control Program Update

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

☐ **OTHER, PLEASE STATE:** 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, June 22, 2026

SUBMITTED BY: George Turner, Councilmember District 4

PRESENTER: George Turner, District 4 Councilmember and Karmesha Smith, District 5 Councilmember

PURPOSE: To share hotline information for reporting and trapping strategies.

FACTS: Click or tap here to enter text.

OPTIONS: Discussion only Click or tap here to enter text.

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

ATTACHMENTS:

(1) Attachment 1 - Click or tap here to enter text.
(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: Execution of the City Manager Agreement & Authorization of Signatory

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, June 22, 2026

SUBMITTED BY: Tara Graves, Mayor Pro Tem

PRESENTER: Tara Graves, Mayor Pro Tem

PURPOSE: To have a discussion on the execution of the City Manager Agreement & Authorization of Signatory.

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

(1) Attachment 1 - Click or tap here to enter text.
(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: Supplemental Pay Policy

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, June 22, 2026

SUBMITTED BY: Tara Graves, Mayor Pro Tem

PRESENTER: Tara Graves, Mayor Pro Tem

PURPOSE: To have a discussion on the supplemental pay policy.

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

(1) Attachment 1 - Click or tap here to enter text.
(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: Governance and Ethics Standards

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, June 22, 2026

SUBMITTED BY: Tara Graves, Mayor Pro Tem

PRESENTER: Tara Graves, Mayor Pro Tem

PURPOSE: To have a discussion on the governance and ethics standards.

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

(1) Attachment 1 - Click or tap here to enter text.
(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.