



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd. Stonecrest, GA 30038

Wednesday, January 26, 2022 at 6:00 PM

Council Member Tara Graves – District 1 Council Member Rob Turner – District 2

Council Member Jazzmin Cobble – District 3 Mayor Pro Tem George Turner – District 4

Council Member Tammy Grimes – District 5

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

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

II. ROLL CALL: Sonya Isom, Deputy City Clerk

III. PUBLIC COMMENTS

(This Meeting will be conducted virtually, the public comments received via email by 4 pm on the day of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

There is a three (3) minute time limit for each speaker during public comment.

IV. AGENDA ITEMS

a. For Decision – City Clerk Recommendation – *Janice Allen Jackson*

b. For Decision – Ongoing Municipal Engineering and Professional Services Contract – *Gia Scruggs*

V. EXECUTIVE SESSION

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

VI. ADJOURNMENT

Americans with Disabilities Act

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

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



CITY COUNCIL AGENDA ITEM

SUBJECT: City Clerk Recommendation

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

☐ ORDINANCE ☐ RESOLUTION ☐ CONTRACT ☐ POLICY ☐ STATUS REPORT
☒ OTHER, PLEASE STATE: Personnel Matters

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

Previously Heard Date(s): Monday, January 24, 2022

Current Work Session:

Current Council Meeting: Wednesday, January 26, 2022

SUBMITTED BY: Jim Nichols, Deputy City Manager

PRESENTER: : Janice Allen Jackson

PURPOSE: Review candidates and select new Stonecrest City Clerk.

FACTS: The City has done an extensive search and recruitment to hire the chartered position of the City Clerk. Council is asked to review the credentials of the finalists for the position and select the candidate they feel is best suited for this role with the City.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

ATTACHMENT: City Clerk Brochure

CITY CLERK

THE CITY OF STONECREST, GEORGIA



PUBLIC SECTOR EXECUTIVE RECRUITMENT

THE COMMUNITY

In November 2016, an Act of the Georgia General Assembly established the City of Stonecrest with distinct executive and legislative authority. Located 11 miles east of Atlanta in DeKalb County (the state's fourth largest county) Stonecrest has a population of 59,194.

Stonecrest is solidifying its identity after almost five years as a city. Assisting in this transformation are impressive homes enveloped in safe, vibrant communities. Houses become homes once families move in. With houses priced in the \$168,000 to \$895,000 range, the city has a home for everyone desiring to join the Stonecrest family! Work has many meanings to different people and as a city, Stonecrest caters to them all. From corporate employment, contract-work, to entrepreneurship, opportunities abound for business in Stonecrest. The city is very fertile for existing, expanding, or startup businesses. Stonecrest provides many shopping options to include furniture showrooms, vehicle dealerships, specialty clothing shops, and so much more.

The City of Stonecrest desires to be a community that embraces the culture and arts and become a destination for sports and entertainment. Stonecrest is committed to being a "City of Innovation and Excellence" throughout the world. The city balances the need to grow and prosper in a sustainable manner and where citizens, businesses, commerce, and educational institutions are involved in decision making and building a high quality of life for Stonecrest Citizens. Further, the city promotes public safety, neighborhood unity and strong schools. Additionally, Stonecrest has many options when it comes to education ranging from elementary, secondary or higher education. For more information, visit: [Comp-Plan-2038.pdf](https://www.stonecrestga.gov/Comp-Plan-2038.pdf) ([stonecrestga.gov](https://www.stonecrestga.gov))

CAREER OPPORTUNITY

The City of Stonecrest presents a unique opportunity for accomplished professionals. As one of Georgia's newest startup cities, the Mayor and City Council first contracted with a private firm to run all operations. As of January 1, 2022, the City will take most functions in-house. This transition requires the City to build its own administrative infrastructure, and to that end, this is one of several leadership positions for which we are currently searching.



CITY GOVERNMENT

Item IV. a.

The City of Stonecrest operates under a Council-Manager form of government that combines the political leadership of elected officials in the form of a Mayor and City Council, with the managerial experience of an appointed city manager. The Stonecrest City Council Members are the leaders and policymakers, elected to stand for various segments of the community and to concentrate on policy issues that are responsive to citizens' needs and wishes. The Mayor and City Council appoint a manager to carry out policies and ensure effective, efficient, and responsive professional service to the entire community. The City Manager selects department directors to lead council directed programs and initiatives.

VISION

The City of Stonecrest has an aesthetically pleasing physical and natural environment with interconnected parks, trails, and public spaces for the enjoyment of citizens to live-work-play and worship-shop educate now and for future generations.

MISSION

"Community, Commerce and Culture working together as a world class city."

COUNCIL PRIORITIES

Since transitioning to the Council-Manager form of government in April of this year, our elected leadership has focused on the following:

- Citizen engagement
- Transparency
- Smart growth and land use
- Service enhancements in response to public demand
- Responsible financial management and strengthening policies



Among several goals identified in the City's Comprehensive Plan 2038 are the following:

- To protect and enhance the city's unique qualities while embracing growth and ensuring services, safe and attractive neighborhoods, and good work opportunities.
- Attract, and recruit new businesses and development opportunities.
- Promote & brand the City of Stonecrest as a destination for business, leisure and residential living.
- Ensure that Stonecrest has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.
- Develop a talented workforce to support the employment needs of new and existing businesses.
- To maintain Stonecrest's character and sense of place provided by the city's natural and historic resources while allowing property owners to enjoy their land, while being able to realize benefits from ownership.

THE CITY CLERK

Item IV. a.

Under the general administrative direction of the Mayor and City Council, the City Clerk performs duties as set forth by the City Charter and serves as Records Manager for the City of Stonecrest. The City Clerk's Office will record the official minutes of the City Council meetings and prepare agendas and supporting materials. The City Clerk's Office coordinates with liaisons within the city organization to ensure that agendas, minutes and records retention requirement are met. The City Clerk's Office coordinates the city's elections by ensuring that they are conducted in accordance with the Georgia State Election Board Election Code. The City Clerk also works with other departments and the City Attorney to ensure that requests for public information are fulfilled in a manner consistent with the Georgia Open Records Act. The City Council has directed that the City Clerk's Office will address all Open Records Request for the entire City. The City Clerk therefore serves as the custodian of all official records of the City and oversees the Records Management Program for the City. The ideal candidate should have proven experience in public sector records retention policies and procedures. Demonstrated knowledge and familiarity of municipal laws and operating procedures is essential. The City Clerk should be able to utilize a variety of advisory data and information including the Georgia Local Government Code, Election Law Manual, Georgia Open Meetings and Records Act Handbook, and the City Code of Ordinances.

With the support of a deputy city clerk, the City Clerk serves as a strategic business partner to the Mayor and City Council, City Manager, and other departments in the city to identify, update and maintain city-related ordinances and documents.



ESSENTIAL JOB FUNCTIONS

- Attends City Council meetings and prepares minutes of the meetings.
- Oversees the preparation of the City Council agendas.
- Coordinates the preparation of legal documents and executes required forms and notices; directs the official publication of notices and legal documents.
- Accurately record and carefully preserve the legislative history of the City
- Establishes and maintains a filing system for the City Clerk's Office.
- Coordinates the appointments and membership records of all city boards and commissions
- Responds to questions regarding municipal regulations, ordinances, resolutions, and other official actions.
- Maintains citywide records retention program; updates with Georgia State Library and maintains Open Records policy for all City departments.
- Provide the public timely access to City records and information
- Coordinates development and incorporation of citywide document imaging system and associated regulations.
- Coordinates municipal elections according to established state election laws and schedules, including early voting.
- Provides an active level of leadership to the staff.
- Provides input on budget recommendations for the Clerk's Office to the city manager and city council.
- Responds to citizen inquiries and has extensive interaction with the public.

DESIRED CAPABILITIES

Excellent Customer Service Skills:

The City Clerk is a key member of the City's management team and requires highly developed technical skills, polished communication and presentation skills, and is able to perform well under pressure, while consistently meeting established deadlines. Additionally, the City Clerk is able to develop and maintain credibility, trust and respect with elected officials, city staff at all levels, the public, internal and external stakeholders.



Records Retention Expertise: The City Clerk has a high level of competence, knowledge of best practices and verifiable experience directly related to public sector records retention, municipal elections, council agendas and meeting notes, documentation and related procedures.

Outstanding Communication Skills: The City Clerk is an effective communicator who is able to convey ideas, processes, and concepts in both oral and written forms. The City Clerk is also a skilled proofreader, and ensures that official city documents including council agendas are free of errors, and consistent with established standards and protocol.

Subject Matter Expertise: The City Clerk is knowledgeable of state, federal, and local laws governing municipal operations, records management, and records retention requirements. Additionally, the City Clerk is proficient in project management and is proficient in office and business specific software, including databases, presentation programs, and Microsoft Office.

Excellent Team Builder: The City Clerk is politically astute who is able to refrain from engaging in politics and displays impeccable character, candor and professional reputation at all times.

Unquestionable Commitment to Continuous Learning and Service Delivery Excellence: The City Clerk has an active commitment and appropriate level of involvement in professional networking and training to keep the city abreast of applicable technology, equipment, and legislation that impacts the city and that will enable the city to respond to current and future service demands.

EDUCATION AND EXPERIENCE

A Bachelor's degree in business or public administration, political science or a closely related field, from an accredited college or university and a minimum of five (5) years related professional experience is highly desirable. Selected candidate must possess or secure a valid Georgia Notary Public Certificate within 60 days. Additionally the successful candidate must attend a 15-hour mandatory orientation training presented by the Georgia Municipal Association, and Carl Vinson Institute of Government. Certification by the International Institute of Municipal Clerks (IIMC) as a Certified Clerk is preferred.

COMPENSATION AND BENEFITS

The City of Stonecrest offers a competitive benefits package that includes a salary range of \$75,000 - \$100,000 depending on experience and qualifications. Additionally, the city will offer a generous benefit package that is competitive with the local market.

APPLICATION AND SELECTION PROCESS

We invite qualified professionals to submit a cover letter and resume by visiting our website at:

<https://bakertilly.recruitmenthome.com/postings/3159>

Application review begins on Friday, November 15, 2021. Following the first review date, we will evaluate all applications against the posted qualifications, and may extend invitations to submit additional information, including due diligence questionnaire, written questionnaire, references, and a formal interview (virtual or in-person) to a select few. This announcement will remain posted, and we will continue to accept applications until the city reaches an agreement with a finalist. The ability to clear a criminal background check and pre-employment drug screen is required. For more information, please email Edward Williams at edward.williams@bakertilly.com or call (214) 842-6478.

The City of Stonecrest, GA is an Equal Opportunity Employer and does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs and activities.

Under The Georgia Open Records Act, information from your application, resume or related materials may be subject to disclosure or release to the public at any time during the process. Baker Tilly Public Sector Executive Recruiters will endeavor to maintain confidentiality of all applicant information as long as possible and to the extent allowable by local or state laws.



2500 Dallas Parkway, Suite 300
Plano, TX 75093
(972) 748-0300
bakertilly.com



CITY COUNCIL AGENDA ITEM

SUBJECT: Ongoing Municipal Engineering and Professional Services Contract

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): 01/24/22

Current Council Meeting: Wednesday, January 26, 2022

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: As a part of the City's ongoing transition to internal service provision, the Finance Department published a solicitation for Ongoing Municipal Engineering and Professional Services.

FACTS: The Finance Department recommends awarding the Ongoing Municipal Engineering and Professional Services Contract to Lowe Engineering for an initial annual contract amount of \$1,296,880.08. Lowe Engineering, LLC (LOWE) partnered with Corporate Environmental Risk Management, LLC (CERM) in a joint venture to respond to the City's solicitation for ongoing engineering services. This contract will be funded from the General Fund – Engineering and SPLOST – Professional Services.

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - NEW ATTACH (1) Draft Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and Lowe Engineering, LLC., 990 Hammond Drive, Suite 900, Sandy Springs, GA 30328 ("Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing ongoing municipal engineering and professional services;

WHEREAS, Contractor submitted a response to the City's Request for Proposal 2021-028 which was selected by the City as the most responsive;

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

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are necessary to complete the Services under this Agreement, Contractor agrees to perform such Services at the direction and approval of the City Manager or his/her designee as denoted by written notice. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant

to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. RELATIONSHIP OF THE PARTIES.

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

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

6. TERMINATION FOR DEFAULT.

- (a) The City may, subject to the provisions of subparagraph (c) below, by seven (7) business days' written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of

termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** “Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the terms of this Agreement and standard of care in consideration of the City’s direction.”
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all third party claims, liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing all Services under this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation which are applicable to the Services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
 - (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
 - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the

immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.

13. THE CITY’S ASSISTANCE AND COOPERATION. During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor’s obligations under this Agreement.

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods

or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

18. PERSONNEL. The City via the City Manager or his/her designee shall be included in the interview and selection process for the City Engineer assigned to work with the City. The City shall have the authority to make changes to all Contractor personnel. Further, the City shall have final approval of the City Engineer assigned to work with the City. The Contractor shall provide 30 days advanced notice to the City for any changes in assigned Contractor personnel.

19. ATTORNEYS' FEES Both parties agree that should a party resort to litigation or dispute resolution to enforce the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party, each Party shall be responsible for their own costs."

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

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

If to the City:

City of Stonecrest
City Manager
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: jallenjackson@stonecrestga.gov

With copies to:

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

If to the Contractor:

Managing Partner
Lowe Engineers, LLC
Jon Drysdale
990 Hammond Drive, Suite 900
Sandy Springs, GA 30328

- 22. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- 23. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 24. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- 25. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 26. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- 27. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 28. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

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

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____
Name (print): _____
DATE: _____

APPROVED AS TO FORM: _____
City Attorney

Executed on behalf of:

CONTRACTOR,

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____
Name (print): _____
Title: _____
DATE: _____

EXHIBIT A
SERVICES/ SCOPE OF WORK

The scope of services includes but is not to be limited to the following:


- 1) Develop work plans to maintain and implement processes required to oversee a limited scope of Public Works in the City of Stonecrest. (DeKalb County has primary responsibility for Public Works.)
- 2) Track, monitor and oversee the Public Works infrastructure of the City in accordance with State and Federal Law, in accordance with public safety, and utilizing best management practices. Oversee and manage the work of the City's right-of-way maintenance contractor to ensure that all services are performed in accordance with the contract as well as all relevant standards and guidelines. City infrastructure shall include the transportation system, traffic signals, sidewalks and all other right-of-way features, stormwater conveyance and treatment facilities, parks and open space facilities and equipment, and public buildings and facilities.
- 3) Develop cost estimates and manage costs within the Public Works maintenance budget.
- 4) Develop and manage the City's Capital Improvement Program (CIP) including project scopes, cost estimates, project schedules and other relevant information. CIP should extend at least five (5) years into the future and be updated annually on a timeline as mutually agreed to with the City.
- 5) Perform engineering design for City construction projects with estimated construction costs under \$50,000 unless exceptional outside expertise is required. Design work should include the development of all plans, specifications, cost estimates, bid packages and other relevant documentation.
- 6) Provide on-site engineering staff at Stonecrest City Hall including one (1) member of the team to be designated as the "City Engineer". Number of staff assigned to City Hall shall be adequate to perform the duties and functions noted herein. The City Engineer and at least one (1) other team member shall be licensed Professional Engineers in the State of Georgia, or able to obtain their GA PE through reciprocity within six (6) months of appointment. However, the City Engineer must be a GA PE at time of appointment.
- 7) Attend regular and special-called Council meetings, both virtually and in-person, prepare presentation materials and make presentations on technical topics of interest

and concern to the Council, as assigned by the City Manager or designee. Facilitate assigned committee meetings including development of agendas, preparation of presentation materials and development of meeting minutes. Attend town hall and neighborhood meetings as requested. Meetings outside work hours are an expected part of this assignment.

- 8) Maintain a safety program for all staff in compliance with all State and Federal laws. Ensure that all assigned engineering staff are provided with regular safety training on an on-going basis.
- 9) Ensure a proper Hazardous Material Plan for all City facilities, which meets all State and Federal requirements, is maintained.
- 10) Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
- 11) All Contractors and subcontractors shall carry full insurance with the City named as an additional insured as appropriate.
- 12) Prepare reports on community development planning, facilities planning, environmental and subdivision drainage reviews and analysis to include soils and traffic, for public works improvements and utility systems expansion and improvements to include; water, wastewater, and other municipal projects, as needed.
- 13) The firm shall complete all work according to proposed project timeline and shall provide all deliverables in a timely manner and within the cost and guidelines of the contract.
- 14) The firm shall provide documentation of performance measurements for each project. Documentation will be delivered to the City in accordance with the schedule agreed to by both parties and may include a checklist for project coordination and project meeting review, and conformance to assigned design schedules.
- 15) The Contractor and the City shall mutually agree to a schedule for Progress reporting for each project. Progress reporting shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes, with assigned action items, telephone log of significant calls, transmittal and submittal logs, job site inspection reports and other relevant information.

- 16) Review site plans submitted by developers/contractors for new developments in the City of Stonecrest. Review hydrological studies for accuracy along with street designs and traffic control measures for new developments. Perform all necessary field inspections to ensure work within the right-of-way or involving City infrastructure, is being performed properly and in accordance with all approved plans and specifications.
- 17) Review and investigate complaints submitted to the City regarding the performance of existing storm water management facilities such as detention ponds, catch basins, storm water piping, etc., roadway conditions, traffic signals, pavement markings, traffic control signs and all other infrastructure under the City's control and authority.

EXHIBIT B
COST PROPOSAL

Ongoing Municipal Engineering and Professional Services - 2021-028						
Cost Proposal Form						
All cost must include fringe benefit, overhead plus profit						
Item No.	Provide Service Descriptions	Monthly Cost - Year 1	Monthly Cost - Year 2	Monthly Cost - Year 3	Monthly Cost - Year 4	Monthly Cost - Year 5
1	On Site City Engineer, Assistant City Engineer Services, Track, Monitor P/W Infrastructure services, oversee City rights-of-way maintenance, develop cost estimate, develop and manage CIP, Attend all City meetings (council & public) maintain safety program, Hazardous materials plans, DeKalb County Coordination, prepare reports, manage citizen complaints Scope of Services 4.1, 1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15.	\$ 30,116.67	\$ 31,020.17	\$ 31,950.78	\$ 32,909.30	\$ 33,896.58
3	Development Plan Review and Development Inspection, Erosion Control Plan Review and Inspection, attend GASWCD Meeting and Reporting, Plans review, Zoning Review, Rights-of-way complaints inspection and response Scope of Services 4.1, 5	\$ 10,530.00	\$ 10,845.90	\$ 11,171.28	\$ 11,506.42	\$ 11,851.61
4	Building, Trade Plan Review and Inspection, Certificate of Occupancy Sign off	\$ 7,626.67	\$ 7,855.47	\$ 8,091.13	\$ 8,333.87	\$ 8,583.88
5	Administrative Support, respond to Citizens, utility encroachment permits, initiate, track, monitor work orders, provide updates and Reports on work orders and Encroachment permits, all necessary clerical support	\$ 6,933.33	\$ 7,141.33	\$ 7,355.57	\$ 7,576.24	\$ 7,803.52
6	Provide Inhouse Designs (under \$50k), Review and approve encroachment permit applications	\$ 11,266.67	\$ 11,604.67	\$ 11,952.81	\$ 12,311.39	\$ 12,680.74
7	SPLOST Management Services	\$ 41,600.00	\$ 42,848.00	\$ 44,133.44	\$ 45,457.44	\$ 46,821.17
8	Geographic Information System	\$ N/A*	\$ N/A*	\$ N/A*	\$ N/A*	\$ N/A*
Total Monthly Cost		\$ 108,073.34	\$ 111,315.54	\$ 114,655.01	\$ 118,094.66	\$ 121,637.50
Company Name: Lowe/CERM JV						
Authorized Company Official: Jon Drysdale						
Authorized Company Signature: 						
Date: December 5, 2021						

* LOWE/CERM understands that the City Council awarded a contract to InterDev for Geographic Information Systems (GIS) services after this RFQ No. 2021-028 was released. Therefore, we have not proposed additive alternate services for GIS. However, if the City awards this contract to LOWE/CERM, we are happy to provide full GIS services at a mutually agreed cost.

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

EXHIBIT D**DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

EXHIBIT E
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

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

Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

EEV/Basic Pilot Program* User Identification Number_____
BY: Authorized Officer or Agent
(Contractor Name)_____
Date_____
Title of Authorized Officer or Agent of Contractor_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

6. Section 11(b): Standard of Performance and Compliance with Applicable Laws

“Contractor agrees to perform the Services in a manner consistent with the standards of professionalism with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Contractor makes no other representations or warranties, whether expressed or implied, with respect to the services rendered under this agreement.”

Delete all other text.

7. Section 11(c): Standard of Performance and Compliance with Applicable Laws

“

SAMPLE CONTRACT EXCEPTIONS

34 City of Stonecrest RFP No. 2021-028

Ongoing Municipal Engineering and Professional Services

8. Section 13: The City’s Assistance and Cooperation

Last sentence: “...to relieve the Contractor from complete, proper, and punctual exercising the standard of care in its performance of all the Contractor's obligations under this Agreement.”

9. Section 18: Attorney’s Costs

“