

PROFESSIONAL SERVICES CONTRACT
Southeast Athletic Complex Parking Lot Design
Request for Proposal 23-108

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Planners and Engineers Collaborative, Inc.** _Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

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

1. TERMS:

The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2023. This Contract shall terminate absolutely and without further obligation upon the completion of the full scope of work on the part of the City or on December 31, 2023, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for one (1) additional twelve-month terms, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to the service provider or termination and non-renewal by December 31 of the Contract year.

2. ATTACHMENTS:

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

- I. General Conditions.
- II. Scope of Work
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.

3. PERFORMANCE:

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

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

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

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

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

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

Signatures on following page.

STONECREST, GEORGIA

By: _____

Jazzmin Cobble

Mayor, Stonecrest, Georgia

ATTEST: _____

Sonya Isom

City Clerk

APPROVED AS TO FORM:

Fincher Denmark, City Attorney

SERVICE PROVIDER: Planners and Engineers Collaborative, Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

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

2. REGULATIONS

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

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

GENERAL CONDITIONS

are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).

GENERAL CONDITIONS

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
- 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

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

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").
- The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

GENERAL CONDITIONS

- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

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

7. USE OF PREMISES

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

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the

GENERAL CONDITIONS

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

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

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

GENERAL CONDITIONS

- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

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

11. SERVICE PROVIDER'S LIABILITY

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

GENERAL CONDITIONS

any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee 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

GENERAL CONDITIONS

personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

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

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

GENERAL CONDITIONS

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

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

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

GENERAL CONDITIONS

12.7.9 Other Insurance Requirements. All insurance policies required by this Section 12.7.10 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

GENERAL CONDITIONS

14. CONTRACT ADJUSTMENTS

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

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such

GENERAL CONDITIONS

contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

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

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute

GENERAL CONDITIONS

of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

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

16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the

GENERAL CONDITIONS

appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

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

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

GENERAL CONDITIONS

hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

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

18. ASSIGNMENT

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

19. NOTICES

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

GENERAL CONDITIONS

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

City Attorney
Fincher Denmark, LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

Service Provider: _____

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

20. NONDISCRIMINATION

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

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

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

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

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such

GENERAL CONDITIONS

Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents

GENERAL CONDITIONS

comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City

GENERAL CONDITIONS

harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

GENERAL CONDITIONS

- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and

GENERAL CONDITIONS

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

GENERAL CONDITIONS

forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of

GENERAL CONDITIONS

any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

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

End of General Condition.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date 4/18/23

Print/Type Name Matthew Kaczinski

Print/Type Company Name Here Planners and Engineers Collaborative

Email Address of Contact Person: mkaczinski@pec.plus

EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Planners and Engineers Collaborative

Address: 350 Research Court #200, Peachtree Corners GA 30092

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.

441884
E Verify™ Company Identification Number

4/18/23
Date of Authorization

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

4/18/23
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

18th DAY OF April, 2023

[Signature]
Notary Public



My Commission Expires: 11/20/2025

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

EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



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

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

87-4358770

Federal Work Authorization User Identification Number

Date of Authorization

W + A Engineering / Groundhawk
Name of Subcontractor

23-108 - Southeast Athletic Complex
Name of Project

W + A Engineering
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20th DAY OF April, 2023

Jamie Massey
Notary Public

My Commission Expires: Feb. 15, 2027

[NOTARY SEAL]

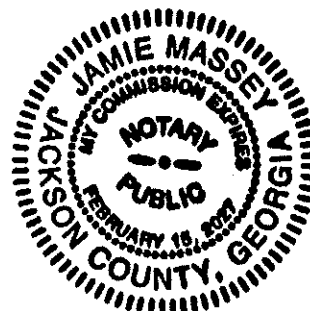


EXHIBIT B

DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

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

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

Planners and Engineers Collaborative

Company Name

BY:  Authorized Officer or Agent

Date

(Service Provider Signature)

4/14/23

Vice President of Civil Engineering

Title of Authorized Officer or Agent of Service Provider

Matthew Kaczinski

Printed Name of Authorized Officer or Agent

EXHIBIT C

PURCHASING POLICY ADDENDUM

I, Matthew Kaczenski, 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.



BY: Authorized Officer or Agent Date
(Service Provider Signature)

Vice President of Civil Engineering

Title of Authorized Officer or Agent of Service Provider

Matthew Kaczenski 4/18/2023

Printed Name of Authorized Officer or Agent Date

EXHIBIT D

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

Matthew Kaczinski

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

1. X I am a United States citizen

OR

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

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

Signature of Applicant: _____

Date: 4/18/23

Printed Name: Matthew Kaczinski

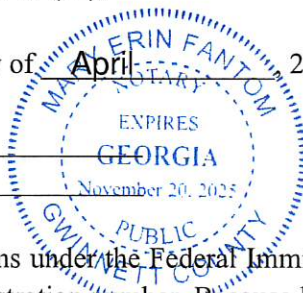
* Alien Registration number for non-citizens: _____

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

Subscribed and Sworn Before Me, this the 18th day of April, 2023,

Notary Public:

Mary A. Fantom
My Commission Expires: 11/20/2025



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



EXHIBIT E

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 18th day of April, 2023

Planners and Engineers Collaborative

(Name of Organization)

Vice President of Civil Engineering

(Title of Person Signing)

(Signature)

23 - 108

(Bid Number)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

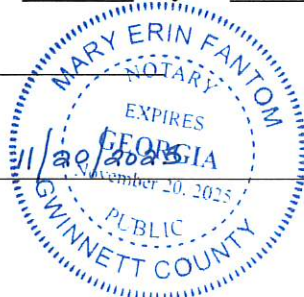
COUNTY OF GWINNETT)

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

Subscribed and sworn to me this 18th day of April, 2023.

Mary Erin Fantom
Notary Public Signature

My Commission Expires: 11/20/2025





Planners & Engineers
Collaborative+

MAY 11, 2023

REQUEST FOR PROPOSALS

Southeast Athletic Complex Parking
Lot Design // Proposal No. 23-108 //
City of Stonecrest

TABLE OF CONTENTS

1. COVER LETTER
2. EXECUTIVE SUMMARY
3. PROJECT PERSONNEL
4. PROJECT EXPERIENCE
5. PROJECT UNDERSTANDING AND APPROACH
6. COST PROPOSAL
7. FORMS



Shakerah Hall, Procurement Manager
City of Stonecrest

3120 Stonecrest Boulevard, Suite 190 // Stonecrest, GA // 30038

LETTER OF INTENT

May 11, 2023

Dear Proposal Review Committee:

PEC+ is pleased to present our response to the **Request for Proposal for the Southeast Athletic Complex Parking Lot Design project for the City of Stonecrest**. The enclosed submittal outlines PEC+ 's capabilities to provide exceptional services for the project.

POWER OF PLUS // For 55+ years, we've gone above and beyond your typical engineering firm. Our team of engineers, planners, surveyors, and landscape architects work closely with each other to provide comprehensive solutions that no one else can. With the bar set so high, clients expect more from us. And in turn, we expect the highest standards from our employees and leaders. Today, we are recognized as the trusted consultant of choice for developers, contractors, competing firms, and municipalities across the State of Georgia.

COLLABORATION // Our clients, ranging from private developments in all sectors to public government work, benefit from our firm's multi-disciplinary approach. We adhere to the philosophy that the professions of civil engineering, landscape architecture, wetland & stream consulting, and land surveying are closely related and are more effectively coordinated by a single firm. PEC+ also provides specialized services in the fields of engineering, drainage and detention analysis, landscape area design and installation, and construction management.

DEDICATED TEAM // PEC+ will offer an exceptional team dedicated to this project with years of experience and knowledge. We will make all team members presented here available for this project.

WE PROVIDE SOLUTIONS // Providing innovative solutions for clients through technical excellence, practicality, and timeliness is at the forefront of our business model; all in a cost effective manner, and while focused strongly on quality.

LOCAL + DIVERSE EXPERIENCE // Our Metro Atlanta and Cobb County offices are comprised of more than 75 staff members including eight survey crews, five Professional Engineers, two Registered Land Surveyors, four Licensed Landscape Architects, one Certified Arborist, and 12 Engineers-in-Training.

PEC+ has an accomplished portfolio of diversified experience across multiple southern states with federal/state/local projects, water/waste water, medical/office/health care/senior living projects, and roadway and utility surveys. We strive to achieve "the client's vision" on every level of design from planning to implementation in order to create unique and beautiful environments with our high-quality and timely service. With a long-standing history, PEC+ is prepared to be a force in the market well into the future.

Thank you for your consideration of PEC+. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kenneth Wood, PE, LEED AP

President // ken@pec.plus
678.684.6206

WE PROVIDE SOLUTIONS.

900 CIRCLE 75 PARKWAY
SUITE 925
ATLANTA, GA 30339

P: 770.451.2741
F: 770.451.3915
E: KEN@PEC.PLUS

WWW.PEC.PLUS

+

+

+

2. EXECUTIVE SUMMARY

FIRM INFORMATION

PEC+ began in 1964 and today stands apart from other firms with our vast experience, diversity, and most importantly - our employees. Our team of 75 engineers, surveyors, planners, landscape architects and other staff are proud of our innovative and practical solutions for 55+ years!

We adhere to the philosophy that the professions of civil engineering, landscape architecture, wetland and stream consulting, and land surveying are closely related and are more effectively coordinated by a single firm.

Our clients, ranging from private developments in all sectors to public government work, benefit from our multidisciplinary approach. PEC+ also provides specialized services in the fields of master planning and zoning, due diligence for site analysis and preconstruction, utility engineering, drainage and detention analysis, amenity area design, and construction management.

OUR MISSION: PROVIDING INNOVATIVE SOLUTIONS FOR CLIENTS THROUGH TECHNICAL EXCELLENCE, PRACTICALITY, AND TIMELINESS IS AT THE FOREFRONT OF OUR BUSINESS MODEL; ALL IN A COST EFFECTIVE MANNER, AND WHILE FOCUSED STRONGLY ON QUALITY.



+

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+

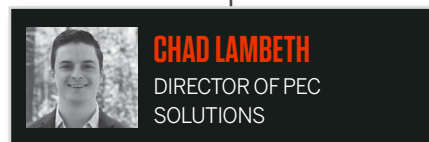
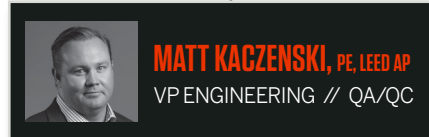
3. PROJECT PERSONNEL



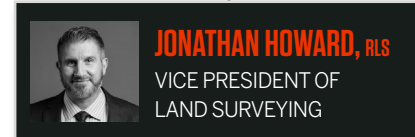
LANDSCAPE ARCHITECTURE



ENGINEERING

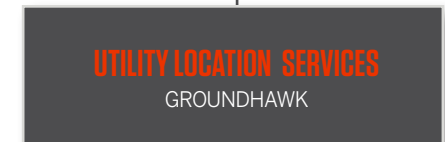


SURVEY



We have provided qualifications and relevant experience of the proposed staff on the following pages.

WATER RESOURCES



KENNETH WOOD, PE, LEED AP

PRESIDENT

Kenneth Wood is the President of Planners and Engineers Collaborative, with 22+ years of experience in design as a Professional Engineer. He will be the primary point of contact for the design teams. Ken holds responsibility for the direction and management of the design teams and will allocate both design and management resources as needed. He will work with all involved teams to ensure a successful outcome.

RELEVANT EXPERIENCE

RIVERVIEW | SMYRNA, GA | CITY OF SMYRNA, PRESTWICK DEVELOPMENT COMPANIES
Mixed-use development that includes retail and residential components and a linear trail park along the Chattahoochee River. First phase incorporates exterior amenities including a dog park, patio for Reformation Brewery, kayak launch and storage, an amphitheater, and a trail system that connects all amenities with ADA accessible trails. PROJECT COMPLETION: 2020

SOLIS AT SUWANEE TOWN CENTER | SUWANEE, GA | CALATLANTIC HOMES
As part of a townhome development in downtown Suwanee, PEC+ worked closely with city officials to realize a small park area surrounding the development's stormwater management pond. The park area encompasses lush landscaping and bio-retention and features several platforms for public art. The design team took exceptional care to ensure the multi-use trail is accessible to all users.

EAST COBB STATION | MARIETTA, GA | STREAM REALTY
Conceptual site plan study of repurposing the East Cobb Station shopping center. Proposed several designs with new commercial frontage along Roswell Road. Investigated existing utilities, grading, impervious coverage and stormwater access for feasibility.



EDUCATION

BS, CIVIL ENGINEERING, SOUTHERN POLYTECHNIC STATE UNIVERSITY

EXPERIENCE

22 YEARS

LICENSES + REGISTRATIONS

PROFESSIONAL ENGINEER,
GA #019643

LEVEL II CERTIFIED DESIGN PRO, GA
#0000059389

LEED ACCREDITED PROFESSIONAL

PROFESSIONAL AFFILIATIONS

ASCE, ACI, ACEC, AAA, COBB COUNTY
CHAMBER OF COMMERCE

MATT KACZENSKI, PE, LEED AP

VICE PRESIDENT OF ENGINEERING | QA/QC

Mr. Kaczinski's role of Vice President of Civil Engineering includes oversight of a 40+ member civil engineering team, in addition to recruitment, IT management and Staff mentorship. His direct and efficient approach helps him effectively provide solutions for client and staff. He engages in all aspects of the company to ensure that all departments are working together to provide a collaborative engineer design solution for PEC+ clients.

RELEVANT EXPERIENCE

RIVERVIEW | SMYRNA, GA | CITY OF SMYRNA, PRESTWICK DEVELOPMENT COMPANIES
Mixed-use development that includes retail and residential components and a linear trail park along the Chattahoochee River. First phase incorporates exterior amenities including a dog park, patio for Reformation Brewery, kayak launch and storage, an amphitheater, and a trail system that connects all amenities with ADA accessible trails. PROJECT COMPLETION: 2020

INDEPENDENCE | LOGANVILLE, GA | DR HORTON/FORESTAR
A multi-phase, single-family development with 594 homes and a central amenity area that includes a park that is accessible to the public, 2 miles of multi-use trails, stream road crossings, tennis and play courts, pavilion structures, playgrounds, completion pool, and play fields. PROJECT COMPLETION: 2020

NINE15 MIDTOWN APARTMENTS | ATLANTA, GA | WOOD PARTNERS
PEC+laid the groundwork for this mixed-use high-rise in the heart of Midtown, Atlanta. The site has approximately 19,000 square feet of streetfronting retail, 1,032 parking spaces, and 369 residential units split between the building's 5-story mid-rise and 21-story high-rise towers. Amenities include skydeck, half-acre private park for residents, fitness club, garage parking deck and car-charging station.



EDUCATION

BS, CIVIL ENGINEERING, SOUTHERN POLYTECHNIC STATE UNIVERSITY

EXPERIENCE

20 YEARS

LICENSES + REGISTRATIONS

PROFESSIONAL ENGINEER, GA #037096

LEVEL II CERTIFIED DESIGN PRO, GA #0000066476

LEED ACCREDITED PROFESSIONAL

PROFESSIONAL AFFILIATIONS

ASCE, ACI

CHAD LAMBETH

DIRECTOR OF PEC SOLUTIONS

Chad provides design and engineering services for various municipal and private sector land development projects, including master planning, due diligence, environmental research, hydrologic analysis, erosion control design and inspection, and construction administration. Chad will manage the development, implementation, and evaluation of the project designs; oversee project construction, inspection, and testing in order to ensure the completion of tasks as efficiently and effectively as possible; evaluate and approve changes that substantially impact the project scope through the use of PEC+'s proven budget, schedule, and quality control tools and processes. Additionally, Chad will monitor and track the overall project progress and performance and provide the client with metrics periodically through our Ajera software.

RELEVANT EXPERIENCE

FIRE STATION NO. 9 | CANTON, GA | CHEROKEE COUNTY

PEC provided full Civil Engineering site design services for the development of this project. PROJECT COMPLETION: 2021

FIRE STATION NO. 1 | CANTON, GA | CHEROKEE COUNTY

PEC provided design services for an off-site stormwater conveyance project. PROJECT COMPLETION: 2021

RIVERVIEW | SMYRNA, GA | CITY OF SMYRNA, PRESTWICK DEVELOPMENT COMPANIES

Mixed-use development that includes retail and residential components and a linear trail park along the Chattahoochee River. First phase incorporates exterior amenities including a dog park, patio for Reformation Brewery, kayak launch and storage, an amphitheater, and a trail system that connects all amenities with ADA accessible trails. PROJECT COMPLETION: 2020



EDUCATION

BA, UNIVERSITY OF ALABAMA

EXPERIENCE

7 YEARS

YEARS WITH FIRM

7 YEARS

JAMES MAHONEY

PROJECT MANAGER

James, a licensed Landscape Architect and ISA Certified Arborist, has more than 5 years of experience providing various landscape services for projects across the southeast. James has experience with architectural design including conceptual designs, CAD production, as well as arboricultural services including tree surveys, tree evaluations, and tree protection and removal plans.

RELEVANT EXPERIENCE

THE EMERALD TRAIL | JACKSONVILLE, FL | GROUNDWORDS JAX

Assisted with the design, layout and rendering of a multi use trail system throughout the Urban core of Jacksonville Florida.

BOEING COMPONENT OPERATIONS FACILITY // JACKSONVILLE, FL // BOEING

Created the initial Landscape design per city codes and clients directive.

FORT JACKSON RECEPTION CENTER // FORTH JACKSON, SC // US ARMY

Designed the entry landscape as well as the traffic flow-through of the reception center.



EDUCATION

BACHELOR OF LANDSCAPE
ARCHITECTURE, UNIVERSITY OF
FLORIDA

EXPERIENCE

5 YEARS

JONATHAN HOWARD, RLS

VICE PRESIDENT OF LAND SURVEYING

Jonathan is the Director of Surveying and one of the principals of PEC+. Throughout his 20+ year tenure, he has managed countless projects and solved hundreds of property lines. As a leader, Jonathan's primary goal is to deliver quality surveys while providing a laid back work environment for his staff. His primary responsibilities include project management, overseeing PEC+'s in-house field crew and team of surveyors, supervising construction layout and as-builts, and handling all legal aspects of ALTA/ACSM land title surveys.

RELEVANT EXPERIENCE

SYLVAN ROAD | ATLANTA, GA | CITY OF BROOKHAVEN

This project was a topographic survey for the City of Brookhaven to show a detention basin that was failing.

VILLAGE SPRINGS RUN | DUNWOODY, GA | CITY OF DUNWOODY

This project was a topographic survey for the City of Dunwoody that also included easement exhibits and legal descriptions.

CAMERON PARK | JOHNS CREEK, GA | CITY OF JOHNS CREEK

ALTA/ACSM land title survey, topographic survey with visible utility and tree location, ALTA/ACSM land title survey update, final plat, construction layout, staking plan, restaking, utility as-builts, miscellaneous surveying, field run topographic survey, lot consolidation plat, right-of-way dedication exhibits and legal description.

PEACHTREE BATTLE SHOPPING CENTER | ATLANTA, GA | CITY OF ATLANTA

ALTA/ACSM land title survey; spot elevations; ALTA/ACSM land title survey update; and ALTA comments.



EDUCATION

BS, GEOMATICS, UNIVERSITY OF FLORIDA

LICENSES + REGISTRATIONS

REGISTERED LAND SURVEYOR, GA, #3008

PROFESSIONAL AFFILIATIONS

SURVEYING AND MAPPING SOCIETY OF GEORGIA

NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS)

EXPERIENCE

22 YEARS

NEIL SCHAAP, PE, CFM

DEMAND SERVICES CATEGORY MANAGER // DIRECTOR, WATER RESOURCES

Neil Schaap is the Director of the Water Resources and has over 17 years of experience related to utility infrastructure design, NPDES, and MS4 permits. He is the primary point of contact for projects involving Hydrology or Hydraulics, Environmental Engineering and Regulatory Permitting, Infrastructure and Drainage Design. Neil is a registered Professional Engineer in the state of Georgia, as well as a Certified Floodplain Manager and GSWCC Level II Certified Design Professional. Neil oversees Hydraulic and Hydrology studies, Environmental Permitting (GA EPD and USACE), Flood Analysis, Stream Restorations, and Streambank Stabilizations.

RELEVANT EXPERIENCE

VARIOUS PROJECTS // DUNWOODY, GA // CITY OF DUNWOODY

1368 Martina Drive Stream Restoration, 0.36+ acre stream bank restoration; 176 Corners Court Stormwater BMP Rehabilitation Project, hydraulic and hydrologic analysis; 4499 Village Springs Run Streambank Stabilization. PROJECT SCHEDULE: 2013 - Present

VARIOUS PROJECTS // SANDY SPRINGS, GA // CITY OF SANDY SPRINGS

1107 Crest Valley Road Drain Replacement Project; 821 Tanglewood Trail Pipe Replacement Project; North Powers Ferry Storm System Design Services, a Stream Crossing and BMP Rehab Project. PROJECT SCHEDULE: 2017 - 2019

VARIOUS PROJECTS // BROOKHAVEN, GA // CITY OF BROOKHAVEN

Dresden Drive Streambank Restoration Project; Cartecay Basin Study Hydraulic Analysis/ Basin Model; MARTA/Fernwood Park Study Hydraulic Analysis of Existing Stormwater BMPs; Georgian Hills Park Hydraulic and Hydrologic Analysis of an Existing Culvert. PROJECT SCHEDULE: 2013 - 2019



EDUCATION

BS, CIVIL ENGINEERING, GEORGIA
INSTITUTE OF TECHNOLOGY

LICENSES + REGISTRATIONS

PROFESSIONAL ENGINEER, GA,
#034209

LEVEL II CERTIFIED DESIGN PRO
#0000067548

CERTIFIED FLOODPLAIN MANAGER
(CFM)

PROFESSIONAL AFFILIATIONS

GAWP, GAFM, ACEC

INDUSTRY EXPERIENCE

19 YEARS

TIME WITH FIRM

8 YEARS

OFFICE LOCATION

PEACHTREE CORNERS

+

+

+

4. PROJECT EXPERIENCE

VISTAS AT COOLRAY FIELD // LAWRENCEVILLE, GA



DATES OF SERVICE: APRIL 2018 - JUNE 2021

STATUS: COMPLETE

CLIENT: BRAND PROPERTIES

FIRM ROLE: CIVIL ENGINEERING,
SURVEY, WATER
RESOURCES

DESCRIPTION:

PEC is provided civil engineering and survey services for the Vistas at Coolray Field, a 28-acre, mixed-use, multifamily residential, and retail project located in the left field of Coolray Field. Amenities for the 248 apartments will include skybox clubroom with kitchen, state-of-the-art fitness center, and a pool and pool deck overlooking the baseball field.

Scope included 366 proposed spaces and additional off-site gravel lot providing an estimated 429 spaces. There were two full-access entrances with underground utilities, landscaping, sidewalks, and striping.

In addition, PEC also provided civil engineering and survey services for these exciting properties surrounding the Gwinnett Stadium:

- + The Views at Coolray Field – 206 luxury one- and two-bedroom apartment complex directly adjacent to the stadium.
- + Highlands at Gwinnett Stadium – Now named Century at The Ballpark, this 248-room, luxury multifamily rental property is located next door to Coolray Field.
- + The Overlook at Gwinnett Stadium – A 410-unit luxury, multifamily rental property with private access to Coolray Stadium.

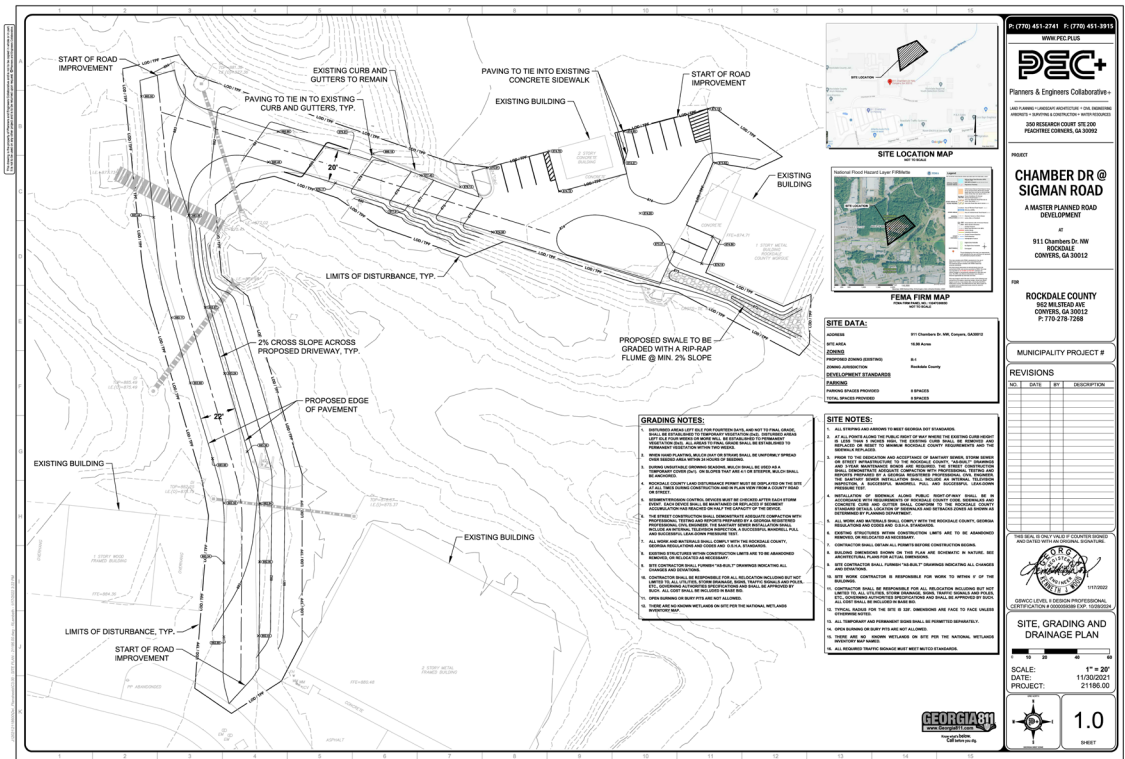
ROCKDALE COUNTY SHERIFF'S OFFICE PAVING PROJECT // CONYERS, GA



4 PROJECT EXPERIENCE

DESCRIPTION:

PEC+ completed survey, civil engineering design, and permitting for the parking lot and driveway paving at the Rockdale County Sheriff's office. Design for the project included boundary and topographic survey, utility location services, grading and drainage plans, erosion control plans, construction details, etc.



DATES OF SERVICE:	JANUARY 2022 - JULY 2022
STATUS:	COMPLETE
CLIENT:	ROCKDALE COUNTY
FIRM ROLE:	CIVIL ENGINEERING, SURVEY SERVICES



LOCAL CLIENT // REFERENCES

Name	Title	Company	Phone	Email
Bryan Flint	Vice President	Arrowhead Real Estate Partners	404.867.3572	bflint067@gmail.com
Bryan Musolf	Director of Land Acquisitions	InLine Communities, LLC	404.895.0913	bryan@inlinecommunities.com
Jay Coombe	Land Development Manager	D.R. Horton	470.774.4884	jrcoombe@drhorton.com





5. PROJECT UNDERSTANDING AND APPROACH

5/11/2023

Shakerah Hall
City of Stonecrest
3120 Stonecrest Blvd
Stonecrest, GA 30038
shhall@stonecrestga.gov

Re: **RFP# 23-108**
SE Athletic Complex Parking Lot Design
City of Stonecrest, Georgia
Planners and Engineers Collaborative, Inc. Project No. 23106.00

Dear Ms. Hall,

Planners and Engineers Collaborative, Inc. is pleased to submit this proposal to City of Stonecrest for our *Full Engineering, Land Surveying, Landscape Architecture and Arborist Services* on the above referenced property. The following is, but not limited to, our scope of services:

PRELIMINARY ENGINEERING

101 PREDEVELOPMENT DESIGN MEETINGS

Planners and Engineers Collaborative, Inc. will ATTEND Predevelopment Design Meetings as requested by the client for the above-referenced property. These meetings will be charged at our hourly rates.

106 CONCEPTUAL SITE PLAN

Planners and Engineers Collaborative, Inc. will prepare one (1) Conceptual Site Plan for the above referenced project, per the Client's guidelines and governing codes for the local issuing authority. *Any changes to the site plan after the Client's approval of the plan will be billed at our Hourly Rates.*

PRECONSTRUCTION SURVEYING

218 PARTIAL TOPOGRAPHIC SURVEY

Planners and Engineers Collaborative, Inc. will provide topographic information of critical areas as designated by our Engineer and obtain invert elevations on storm and sewer.

DESIGN DEVELOPMENT

300 DESIGN DEVELOPMENT PACKAGE

Planners and Engineers Collaborative, Inc. will prepare a Full Design Development package for the above referenced project, per the Client's guidelines and governing codes for the local issuing authority. Any changes to the full scope of work after the Client's approval of the plan will be billed at our Hourly Rates.

301 CIVIL SITE PLAN

Planners and Engineers Collaborative, Inc. will prepare a Site Plan based on program outline, plans, and/or sketches provided by the Client. This plan should define the Client's program and will show all major components in concept form. Any changes to the site plan after the Client's approval of the plan will be billed at our Hourly Rates.



310 CONSTRUCTION PLANS

Planners and Engineers Collaborative, Inc. will prepare a set of Construction Plans to include detailed drawings to facilitate the construction of the project. Plans will include adequate grading, site, and utility sketches with the appropriate details and governmental notes that apply. The sets will have erosion control plans per the State requirements and details that apply. The plans will show horizontal building layout, finish floor grades, parking layout with grades, sanitary and storm sewer lines with profiles, storm drains and water lines.

326 SPECIFICATIONS

Planners and Engineers Collaborative, Inc. will prepare written Specifications for the project using "Master Spec" as a guide.

OR

Planners and Engineers Collaborative, Inc. will edit client provided specifications.

338 AGENCY APPROVAL – LAND DISTURBANCE PERMIT– CITY OF STONECREST

Planners and Engineers Collaborative, Inc. will assist the Client in applying for permits and approvals to the City and/or County officials to obtain a Land Disturbance Permit. The assistance consists of completing and submitting forms, applications and plans, and addressing comments to the City and/or County officials as to the results of certain work included in the scope of services.

Permitting fees are the responsibility of the Client. If an unforeseen event occurs and Planners and Engineers Collaborative, Inc. must make payment on the Client's behalf, fees under \$100 will be considered if the Client's account is in good standing. These fees will be billed to the Client with a **30%** surcharge. The Client **MUST** pay any permitting fees over \$100.

339 AGENCY APPROVAL – WATER AND SEWER APPROVAL – CITY OF STONECREST

Planners and Engineers Collaborative, Inc. will assist the Client in applying for permits and approvals to the County officials to obtain Water and Sewer Approval. The assistance consists of completing and submitting forms, applications and plans, and addressing comments to County officials as to the results of certain work included in the scope of services.

Permitting fees are the responsibility of the Client. If an unforeseen event occurs and Planners and Engineers Collaborative, Inc. must make payment on the Client's behalf, fees under \$100 will be considered if the Client's account is in good standing. These fees will be billed to the Client with a **30%** surcharge. The Client **MUST** pay any permitting fees over \$100.

343 PROJECT MEETINGS/PROJECT COORDINATION/DESIGN MEETINGS

Planners and Engineers Collaborative Inc. will attend meetings related to projects as requested by the Client or local jurisdiction. These meetings will be billed at our Hourly Rates.

344 NPDES PLAN/EROSION CONTROL PLAN

Planners and Engineers Collaborative, Inc. will prepare a NPDES Plan / Erosion Control Plan for the above referenced project.

345 GEORGIA STATE SOIL AND CONSERVATION APPROVAL

Planners and Engineers Collaborative, Inc. will assist the Client in applying for those permits and approvals typically required by law for projects similar to the one for which Planners and Engineers Collaborative, Inc.'s services are being engaged. The assistance consists of completing and submitting forms, applications and plans as to the results of certain work included in the scope of services.



346 NOTICE OF INTENT (NOI)

Planners and Engineers Collaborative, Inc. will coordinate the preparation and submittal of the Notice of Intent for the above referenced project.

Permitting fees are the responsibility of the Client. If an unforeseen event occurs and Planners and Engineers Collaborative, Inc. must make payment on the Client's behalf, fees under \$100 will be considered if the Client's account is in good standing. These fees will be billed to the Client with a **30% surcharge**. *The Client MUST pay any permitting fees over \$100.*

360 HYDROLOGY/DETENTION STUDY

Planners and Engineers Collaborative, Inc. will prepare the calculations and report necessary to design an on-site storm water management system that meets the local governing jurisdiction requirements for storm water control. The storm water management system will be incorporated into the grading and utility plan in the construction set. All structural detailing, including walls, vaults, footings, outlet structure rebar, etc. if required, is to be provided by the Client's Structural Engineer.

361 WATER QUALITY STUDY

Planners and Engineers Collaborative, Inc. will prepare water quality calculations and report, if required, necessary to design an onsite storm water quality method per the Georgia Storm Water Ordinance and Local Issuing Authority Guidelines. Any related details or construction instructions will be shown as a detail or on the grading plan for the project. All structural detailing, including walls, vaults, footings, outlet structure rebar, etc., if required, is to be provided by the Client's Structural Engineer.

364 AGENCY APPROVAL- HYDROLOGY APPROVAL

Planners and Engineers Collaborative, Inc. will assist the Client in permitting the Hydrology Study with local officials. The assistance consists of completing and submitting forms, applications and plans, and addressing comments to the local officials as to the results of certain work included in the scope of services.

Permitting fees are the responsibility of the Client. If an unforeseen event occurs and Planners and Engineers Collaborative, Inc. must make payment on the Client's behalf, fees under \$100 will be considered if the Client's account is in good standing. These fees will be billed to the Client with a **30% surcharge**. *The Client MUST pay any permitting fees over \$100.*

365 MAINTENANCE AGREEMENT

Planners and Engineers Collaborative, Inc. will complete the required Stormwater Inspection and Maintenance Agreement per municipal guidelines.

360 LANDSCAPE ARCHITECTURAL SERVICES

510 LANDSCAPE PERMITTING

360 Studio, PEC's Landscape Architecture studio, will prepare a Planting Plan in accordance with the requirements of said governing agency. The plan will show the limits of the "Tree Save Area" for the project, the limits of disturbance beyond the tree save area, and the required replacement trees. Services will include, if requested by the governing agency, meeting with the Arborist on-site. Any required on-site meetings will be billed at our Hourly Rates. Services under this Item do NOT include tree surveys or field staking of tree location area or fees to hire an outside Arborist or Certified Forester, if required by the local governing authority. The Landscape Permit Plans are considered minimum landscaping plans needed to meet code requirements and are not considered full construction landscape plans. Any



variations to the plans for construction will require a permit revision and/or City Arborist coordination and approval.

POST CONSTRUCTION

700 ALTA/NSPS LAND TITLE SURVEY – POST CONSTRUCTION

Planners and Engineers Collaborative, Inc. will prepare a Post Construction ALTA Survey of the subject property. The Survey will conform to the 2016 ALTA/NSPS Land Title Survey requirements and will also include Items 1 - 4, 8, 9, 10, 13, and 16 of Table A of said requirements.

756 ADDRESSING COMMENTS- ALTA –POST CONSTRUCTION

Planners and Engineers Collaborative, Inc. will address the comments received from the City and/or County for the above referenced property per the minimum standards of the governing agency. *Any changes after the plans have been approved will be charged at our Hourly Rates.*

ENGINEERING CONSTRUCTION

702 CONSTRUCTION ADMINISTRATION

Planners and Engineers Collaborative, Inc. shall provide Construction Administration services before and during construction in order to review the work in progress and insure conformance with the Construction Documents when requested by the Client. Planners and Engineers Collaborative, Inc. shall also respond to Contractor questions, as needed, during construction and review shop drawings and catalog data submittals.

704 EROSIONS CONTROL AND SITE INSPECTIONS

Planners and Engineers Collaborative, Inc. will visit the above referenced property to observe the installation or completion of the Erosion Control measures on the site, per the State Erosion Control Code Guidelines. We will provide feedback as to items that need to be installed or addressed and a written follow-up report of the site inspection to be provided to the site inspector and the Client.

762 HYDROLOGY/DETENTION AS-BUILT STUDY/ANALYSIS

Planners and Engineers Collaborative, Inc. will prepare the calculations necessary to analyze an existing storm detention. The storm water quality analysis will incorporate the grading and utility as-built plan provided by the Client. Details, if required, will also be provided to further clarify the design analysis. Structural detailing, if required, is to be provided by the client's structural engineer.

763 WATER QUALITY AS-BUILT STUDY/ANALYSIS

Planners and Engineers Collaborative, Inc. will prepare the calculations necessary to analyze an existing storm water quality system. The storm water quality analysis will incorporate the grading and utility as-built plan provided by the Client. Details, if required, will also be provided to further clarify the design analysis. Structural detailing, if required, is to be provided by the client's structural engineer.

ARBORIST SERVICES

800 SPECIMEN TREE REPORT

A certified Arborist and/or Landscape Architect from Planners and Engineers Collaborative, Inc. will identify, numerically tag and assess all specimen-sized trees on site. The arborist will determine the trees condition based on current health, potential hazard, and long term survivability. The arborist will produce a report that documents the findings of the site visit to include a site description, a catalog of specimen tree conditions, photo evidence of trees in poor and/or fair health, and a survey of specimen tree locations with their ID numbers.



801 TREE RISK ASSESSMENT

Planners and Engineers Collaborative, Inc. will visit the above referenced site to analyze the existing trees to determine if they qualify as dead, dying, or hazardous trees. The team will then prepare a plan noting these trees, complete the application with a description of each DDH tree, and submit the package to the administering jurisdiction for approval.

803 TREE SURVEY

Planners and Engineers Collaborative, Inc. will survey trees 1" in caliper and greater. This information will be collected using a GPS system, base corrected with the most current GPS technology and provided to the client in a post process conversion AutoCAD field map.

OTHER

999A REIMBURSABLES

The Client is responsible for any fees that are incurred during the project process. The following fees will be included, but not limited to:

- Mileage
- Parking Fees
- Permitting Fees
- Printing
- Postage and Delivery Fees
- Consultants
- Other Direct Expenses incurred outside of contract

ITEMS TO BE PROVIDED BY THE CLIENT (IF APPLICABLE)

- | | |
|---|---|
| <ul style="list-style-type: none"> • Accurate Building Footprints both Electronically • Archeological Study • Asbuilt Utility Locations • Fire Flow Test • Fire Flow Models • Signed and Sealed Existing Boundary and Topographic Surveys, both Electronically and with hard copy | <ul style="list-style-type: none"> • Filing Fees • Geotechnical Reports • Title Commitment to be provided two (2) weeks prior to ALTA/NSPS Land Title Survey completion • Permit Fees • Submittal Fees • Structural Design of all Retaining Walls & Underground Vault |
|---|---|

PROPOSAL EXCLUSIONS (SERVICES CAN BE PROVIDED BY PEC+):

- | | |
|---|---|
| <ul style="list-style-type: none"> • Arborist or Certified Forester Prescription for Specimen Trees • Signed and Sealed Existing Boundary and Topographic Surveys, both Electronically and with hard copy • Nationwide permits from the Corps of Engineers • Wetlands Determination | <ul style="list-style-type: none"> • Archeological Study • Asbuilt Utility Locations • Environmental Investigation • Transportation Engineering • Geotechnical Reports* • Structural Design of all Retaining Walls & Underground Vaults* • Transportation Study* <p>*Subcontractor to Provide Proposal</p> |
|---|---|



Planners and Engineers Collaborative, Inc. shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Planners and Engineers Collaborative, Inc. such information as is available to the Client and the Client's consultants and contractors, and Planners and Engineers Collaborative, Inc. shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for Planners and Engineers Collaborative, Inc. to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to the fullest extent permitted by law, to indemnify and hold Planners and Engineers Collaborative, Inc., and Planners and Engineers Collaborative, Inc.'s sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to Planners and Engineers Collaborative, Inc.

EXTRAS TO CONTRACT (IF NEEDED)

- Aerial Photography
- All Reproduction Work
- Arborist or Certified Forester
- Archeological Study
- Archeological Changes and Additions
- Certification Letters
- City/County GIS Topographic Information
- Courthouse Research
- Client/Lender Revisions to ALTA/NSPS Land Title Survey
- Comprehensive Monitoring Program
- Fire Flow Test
- GA DOT Frontage Plats and Legal Descriptions
- Lift Station Design
- Major Site Plan Revisions
- Mileage
- Notice of Intent to Proceed with State or Federal Authorities
- Offsite Easements such as, Utility, Disturbance or Right of Way, and any related Fees
- Post Design value engineering options
- Public Hearing Meeting Attendance
- Right of Way Plats and Legal Descriptions
- Sanitary Sewer Capacity and Availability Verification/Offsite Location
- Site Visits/Site Inspections including, Tree Protection Installation Verification
- State, Federal and Corps of Engineers Permits
- Stream Buffer Variance
- Subsurface Testing or Investigation by Others
- Subdivision Plats, unless included within
- Surveying, Design, and Construction Layout of offsite improvements (i.e. street, storm, drainage, sanitary sewer, or other utility improvements)
- Traffic Studies
- Tree Sampling
- Utility Encroachment Plats and Legal Descriptions
- Variances/Rezoning
- Wetlands Surveys or Endangered Species

ARBORISTS + LANDSCAPE ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION

+
+
+

6. COST PROPOSAL

ENGINEERING + ARBORISTS + LANDSCAPE ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING

ARBORISTS + LANDSCAPE ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION

LANDSCAPE ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL

ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL ENGINEERING

RE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL ENGINEERING + ARBORIST

RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + **WE PROVIDE SOLUTIONS.** + ARBORISTS

SOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL ENGINEERING + ARBORISTS + LANDSCAPE ARCHITECTS

COMPENSATION SCHEDULE

PRELIMINARY WORK		
101	PREDEVELOPMENT DESIGN MEETINGS	Hourly Rates (N.T.E. \$1,500.00)
106	CONCEPTUAL SITE PLAN	\$1,200.00
		TOTAL: \$2,700.00

PRE CONSTRUCTION SURVEYING		
218	PARTIAL TOPOGRAPHIC SURVEY – 3 Site Locations in RFP	\$3,500.00)
		TOTAL: \$3,500.00

DESIGN DEVELOPMENT		
300	DESIGN DEVELOPMENT PACKAGE	\$18,000.00
301	CIVIL SITE PLAN	Included in Task 300
304	DEMOLITION PLAN	Included in Task 300
305	AGENCY APPROVAL – DEMOLITION PERMIT	Included in Task 300
310	CONSTRUCTION PLANS	Included in Task 300
326	SPECIFICATIONS	Included in Task 300
338	AGENCY APPROVAL – LDP– CITY OF STONECREST	\$4,500.00
339	AGENCY APPROVAL – WATER AND SEWER APPROVAL– CITY OF STONECREST	Included in Task 300
343	PROJECT MEETINGS/PROJECT COORDINATION/DESIGN MEETINGS	Hourly Rates (N.T.E \$5,000.00)
344	NPDES PLAN/EROSION CONTROL PLAN	Included in Task 300
345	GEORGIA STATE SOIL AND CONSERVATION APPROVAL	\$4,500.00
346	NOTICE OF INTENT (NOI)	Included in Task 300
360	HYDROLOGY/DETENTION STUDY	\$6,500.00
361	WATER QUALITY STUDY	Included in Task 360
364	AGENCY APPROVAL- HYDROLOGY APPROVAL	Included in Task 360
365	MAINTENANCE AGREEMENT	Included in Task 360
		TOTAL: \$38,500.00

360 LANDSCAPE ARCHITECTURAL SERVICES		
510	LANDSCAPE PERMITTING	\$3,500.00
		TOTAL: \$3,500.00

POST CONSTRUCTION		
700	ALTA/NSPS LAND TITLE SURVEY – POST CONSTRUCTION	\$5,000.00
756	ADDRESSING COMMENTS- ALTA –POST CONSTRUCTION	Hourly Rates (N.T.E \$2,000.00)
		TOTAL: \$7,000.00

ENGINEERING CONSTRUCTION		
702	CONSTRUCTION ADMINISTRATION	Hourly Rates (N.T.E. \$6,500.00)
704	EROSION CONTROL AND SITE INSPECTIONS	Hourly Rates (N.T.E. \$1,500.00)
762	HYDROLOGY/DETENTION AS-BUILT STUDY/ANALYSIS	\$1,500.00
763	WATER QUALITY AS-BUILT STUDY/ANALYSIS	Included in Task 762
		TOTAL: \$9,500.00



ARBORIST SERVICES		
800	SPECIMEN TREE REPORT	Included in Task 803
801	TREE RISK ASSESSMENT	Included in Task 803
803	TREE SURVEY	\$2,000.00
		TOTAL: \$2,000.00

OTHER		
999A	REIMBURSABLES	See Page 5 for Fees
	EXTRAS TO CONTRACT	Hourly Rates
		GRAND TOTAL: \$66,700.00

Clients should note that the Compensation Schedule above is contingent on the Client agreeing to PEC's standard contract and Terms and Conditions. Should the Client require any revisions to PEC's standard contract or requires PEC to enter into the Client's standard agreement or contract, PEC will re-evaluate the Compensation Schedule.

Invoices are due and payable upon receipt. Invoices not paid within 45 days of the date rendered will be assessed a finance charge of one and one-half percent (1 ½%) per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in Planners and Engineers Collaborative, Inc. stopping work until such invoices rendered are paid in full. Invoices not paid within 90 days of the date rendered will be referred for collection. You will be responsible for all expenses incurred by Planners and Engineers Collaborative, Inc. in the collection of any unpaid invoice, including the actual attorneys' fees and cost charged by Planners and Engineers Collaborative, Inc.'s legal counsel.



Services that are beyond the scope of this contract will be billed according to the hourly rate schedule as follows:

Hourly Rates	
Principal	\$175.00 per hour
Project Engineer 5	\$150.00 per hour
Project Engineer 4	\$140.00 per hour
Project Engineer 3	\$125.00 per hour
Project Engineer 1&2	\$119.00 per hour
Project Ecologist 3	\$125.00 per hour
Project Ecologist 1& 2	\$119.00 per hour
Senior Land Surveyor	\$150.00 per hour
Land Surveyor 2	\$125.00 per hour
Land Surveyor 1	\$119.00 per hour
Construction Manager	\$150.00 per hour
Survey Party Chief	\$150.00 per hour
Land Survey Tech 3	\$135.00 per hour
Land Survey Tech 1 & 2	\$119.00 per hour
UAV Pilot 2	\$125.00 per hour
Aerial Services Director	\$150.00 per hour
Survey Lidar Tech 3	\$135.00 per hour
Survey Lidar Tech 1 & 2	\$119.00 per hour
Land Planner 3	\$135.00 per hour
Land Designer 1	\$119.00 per hour
Senior Landscape Architect	\$135.00 per hour
Landscape Designer 1 & 2	\$119.00 per hour
Certified Arborist	\$126.00 per hour
Arborist 1	\$119.00 per hour
Project Administrator 3	\$120.00 per hour
Project Administrator 1 & 2	\$105.00 per hour
Permit Expeditor	\$105.00 per hour
Clerical	\$105.00 per hour
Expert Witness	\$225.00 per hour

Direct expenses including but not limited to; delivery charges, long distance charges, travel expenses, facsimiles, and reproductions billed through us will be charged at cost plus fifteen percent (15%). Sub-Contractor's fees billed through us will be charged at cost plus twenty percent (20%). Mileage, including field crew mileage, will be billed at \$0.565 per mile.

This proposal is good for thirty (30) days. Either party may terminate this agreement at any time in writing, at which time, work done through date of termination will be paid according to the hourly rate schedule in effect.

All work will be done in accordance with the **Planners and Engineers Collaborative, Inc. Professional Services Agreement Terms and Conditions**, dated March 16, 2011. Said document is hereby made a part of this proposal in its entirety.



Nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Planners and Engineers Collaborative. Planners and Engineers Collaborative's services under this contract are being performed solely for the Client's benefit and no other entity shall have any claim against Planners and Engineers Collaborative due to this agreement of the performance or non-performance of services hereunder. The Client agrees to include a provision in all contracts with contractors, buyers, condominium associates, association groups, clubs, organization, attorneys, and other entities involved in this project to carry out the intent of this paragraph.

All instruments of professional service prepared by Planners and Engineers Collaborative, Inc. including, but not limited to, drawings and specifications, are the property of Planners and Engineers Collaborative, Inc. and these documents shall not be reused on other projects without Planners and Engineers Collaborative, Inc. written permission. Planners and Engineers Collaborative, Inc. retains all rights, including the copyright in its documents. Client or others cannot use Planners and Engineers Collaborative, Inc. documents to complete this Project with others unless Planners and Engineers Collaborative, Inc. is found to have materially breached this Agreement. Planners and Engineers Collaborative, Inc. reserves the right to include representation of the Project in its promotional and professional materials.

Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, planting, lighting, irrigation, drainage, sewer may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

As a special condition, we are e-mailing/faxing the initial copy of this proposal to you in order to expedite the approval process. If the terms are agreeable, please sign this proposal where indicated as "Accepted" and e-mail/fax it back to us immediately. The copy e-mailed/faxed to us, signed by you, will be considered as the original. This agreement will be accepted in its entirety unless written changes are received.

We appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely yours,
Planners and Engineers Collaborative, Inc.

Matthew E. Kaczinski, P.E., LEED AP
Vice President of Civil Engineering

For the Firm

MEK/CL/JNH/DM/JM/NM

Chad Lambeth, E.I.T
Director of PEC Solutions

ARBORISTS + LANDSCAPE ARCHITECTURE + WATER RESOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION

7. FORMS

SOURCES + LIDAR DRONE SERVICES + LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL ENGINEERING + ARBORISTS + LANDSCAPE ARCHITECTS



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ITB 23-108 Southeast Athletic Complex Parking Lot Design
Additional Information Request

Additional information is requested only to clarify the schedule and cost proposal. There is no change in the scope of work and the proposal you submitted is part of the evaluation process. Please complete the following tables and return to City of Stonecrest Finance Department – Purchasing Division

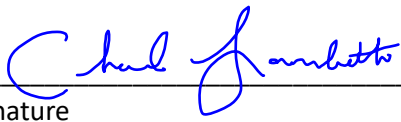
SCHEDULE

NO	ACTIVITY	DURATION, WEEKS	CUMULATIVE WEEKS
1	Kickoff Meeting	0	0
2	All Survey work	3	3
3	Concept Plan submittal	2	5
4	Preliminary Plan Submittal	3	8
5	Final Plan Submittal	4	12
6	Permit Application Submittal	4	12
	Total Number of Weeks		12

Some of the activities shown above could be performed concurrently. Please adjust the cumulative weeks accordingly. The city is looking for an aggressive schedule in total number of weeks to complete the design, submit permit application and provide bid ready plans. The city will respond in an expeditious manner in reviewing, commenting on concept plan and preliminary plans. The concept plan shall be a maximum of two options. Please do not include duration for Engineer of Record services.

COST PROPOSAL

No	SERVICE	COST
1	Preliminary Work and Surveying	\$ 3,500
2	Engineering Design, concept plan, preliminary plan, Final Plan	\$ 42,200
3	Permitting Support	\$ 4,500
4	Engineer of Record Services and other construction phase services	\$ 16,500
	Total Cost for the services indicated in your proposal	\$ 66,700


Signature

Director of PEC Solutions
Title

6/15/2023
Date

Chad Lambeth
Name

Planners and Engineers
Collaborative, Inc.
Company Name