



CONSTRUCTION CONTRACT
Salem Park Parking Lot Expansion
Invitation to Bid 23-121

This **CONTRACT** made and entered into this _____ day of _____ 2024 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **Summit Construction & Development, LLC**, 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:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2024 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

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**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-124 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Bond Documents: Payment, Performance, and Maintenance Bond.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Bid Documents: References and Subcontractor Form.
- Exhibit J: Non-Collusion Affidavit.
- Exhibit K: Bid Schedule.

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 Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or 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, color, sex, national origin, age, or disability which does not preclude the applicate 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 sub-service 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 the following page.

Stonecrest, GEORGIA

By: _____
Jazzmin Cobble
Mayor City of Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Summit Construction & Development, LLC

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1** The Service Provides 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. WORK HOURS

- 3.1** The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2** In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3** The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days their work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1** 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.
- 4.2** 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 are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3** 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 times who can communicate instructions to said employee.
- 4.4** 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 have 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.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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.
- 4.8** While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9** Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
 - 4.9.1** The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.

- 4.9.2** The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
- 4.9.3** In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10** 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.

5. 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.

6. PERFORMANCE REQUIREMENTS

- 6.1** The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. 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.
- 6.2** The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3** Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4** 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.
- 6.5** 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.

7. CONFIDENTIAL INFORMATION

- 7.1** In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2** 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.
- 7.3** 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.

7.4 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.

7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. 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.

9. 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 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.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

10.1 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.

10.2 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 attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.

10.3 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.

10.4 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.

10.5 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.

- 10.6** The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.
- 10.7** The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8** 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.
- 10.9** 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 are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1** The Service Provider shall perform its obligations and functions hereunder in compliance with 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.
- 11.2** 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.
- 11.3** The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of 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.

12. 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 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13

hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1** 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, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2** 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.
- 13.3** 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.
- 13.4** 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 representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 13.5** In any and all claims against the City, or any of their officers, members, agents, representatives, 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.

- 13.6** 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.

13.7 Insurance

- 13.7.1** 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:

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CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

13.7.2 Health Insurance. Not applicable.

13.7.3 Garage Liability Insurance. Not applicable.

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

13.7.5 Crime Coverage. Not applicable.

13.7.6 Pollution Liability Insurance. Not applicable.

13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 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 14.2 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 13.7.10, 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.

14. LIABILITY INSURANCE

- 14.1** The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2** All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) 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 or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). 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, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia, and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1** 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.
- 15.2** 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.
- 15.3** 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.

16. SUBCONTRACTORS

- 16.1** 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 arms-length 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 performs 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 bid.

- 16.2** This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section.
- 16.3** To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they 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.
- 16.4** 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.

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1** 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
- 17.1.2** 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
- 17.1.3** 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
- 17.1.4** 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
- 17.1.5** 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 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

- 17.1.6** 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
 - 17.1.7** there is an 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
 - 17.1.8** 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.
- 17.2** 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.
- 17.3** 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 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 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.

18. 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.

19. 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.

20. NOTICES

20.1 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.S. 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.

20.2 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:

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

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

21. NONDISCRIMINATION

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

21.1.1 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.

21.1.2 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.

- 21.1.3** 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.
- 21.1.4** 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 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.
- 21.1.5** 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:
- 21.5.1** Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2** Cancellation, termination or suspension of the Contract, in whole or in part.
- 21.1.6** Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 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 subcontractor 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.
- 21.2** 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.

22. 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 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 Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1** 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 Invitation to Bid, and (vii) the Bid Form.
- 23.2** 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 relating 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.
- 23.3** 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.
- 23.4** 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 Provider 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 save the City 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, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 23.5** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. 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.
- 23.6** 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 thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7** 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.
- 23.8** The delay or failure of the City at any time to insist upon 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.
- 23.9** If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10** 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.
- 23.11** 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.
- 23.12** 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 regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 23.13** 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.
- 23.14** 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 is 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.
- 23.15** 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.
- 23.16** 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 reasonably 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 transactions from other transactions of the Service Provider and 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 formats, 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-state four (4) year record retention period, an 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 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 overbilled 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.

- 23.17** 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.
- 23.18** There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19** Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20** 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.
- 23.21** 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.
- 23.22** 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.

23.23 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 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.

23.24 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.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 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.

24.2 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 tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS*******

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION, BACKGROUND, AND ITB PROCESS

Introduction

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids from responsible bidders for ITB 23-12, Salem Park Parking Lot Expansion.

Background

Stonecrest is a community of sixty thousand (60,000) people that was incorporated in 2017. The City is located along Interstate 20, roughly three (3) miles east of I-285 (“The Perimeter”) and twenty (20) miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west.

I-20 separates the City into a northern area, which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas. Welcoming to all, Stonecrest is proud to be one of the largest majority African-American cities in Georgia.

Much of the City’s commercial core south of I-20 was master planned by Cadillac Fairview, a development company that purchased more than fourteen hundred (1,400) rural acres in the 1980s and opened the 1.3 million square foot Mall at Stonecrest in 2001. Cadillac Fairview is no longer involved in the project, but the Mall is well-occupied and evolving. Much of the land around the mall remains undeveloped, including approximately three hundred (300) acres controlled by a private developer via a bond-for-title arrangement with the Stonecrest Development Authority.

One of the defining features of Stonecrest is the two thousand five hundred fifty (2,550) acre Davidson-Arabia Mountain Nature Preserve, a stunning natural area with hiking trails, thirty (30) miles of paved multi-use paths, lakes, and the granite monadnock of Arabia Mountain itself. The broader, forty thousand (40,000) acre Arabia Mountain National Heritage Area contains many additional assets, including the historic African American community of Flat Rock, an active quarry, and a Trappist monastery. Other notable assets in the City include Emory Hillandale Hospital, the South River, and a number of formerly County-owned parks and recreation facilities.

Invitation to Bid Process

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, we ask the marketplace for its best effort in seeking a “best value/lowest cost” solution to our requirements. Bids will be evaluated based on the qualification factors outlined in this ITB, Suppliers should make their best effort to satisfy the requirements at their best price. Essentially, if a Supplier’s bid is not deemed responsive and responsible, the bid will be removed from the competitive process to save time and money for both the Supplier and the City of Stonecrest.

II. SCOPE OF WORK

Contract Duration:

Ninety (90) days

Project Description and Scope:

The City of Stonecrest is seeking bids from qualified contractors to reconstruct the existing parking lot with a larger asphalt parking lot, reconstruct the basketball court in a new location, and expand the existing detention pond. Additional site improvements include demolition, grading, concrete curb and gutter, concrete sidewalk, landscaping, fencing, and erosion control measures.

SPECIFICATIONS AND SCOPE OF WORK

Most of the work will be standard demolition, reconstruction, and installation.

The contractor is responsible for the removal and disposal of any and all materials removed by the contractor, brought by the contractor beyond the project, or created during the project. The contractor shall remove and dispose of ALL materials removed, damaged, or destroyed.

The contractor shall build the project per the construction plans. The drawing and measurements can be relied on for information, but the City will not allow any bids made solely on the information provided. It is recommended that all bidders schedule to visit the site in person. Any discrepancies, questions, or clarifications should be directed to the Procurement Team by the deadline for questions.

The asphalt parking lot expansion shall be built per plans and details. Asphalt shall be placed during appropriate weather conditions. Concrete for sidewalks and concrete curb shall be per plans and details.

The expansion of the existing detention pond shall be per the plans and details. All piping, products, and drainage elements shall be new U.L listed products per the plans and details.

The existing basketball court will be demolished and replaced with grass. The new basketball court will be built as shown on the plans. Striping of the court shall be included with installation. The City of Stonecrest will purchase the basketball goals for the court. The basketball goals shall include a post, backboard, hoop, and net. The contractor shall install all basketball goals per the manufacturer's recommendations.

The metal fence shall be a standard chain-link black-coated 6' fence. The gate shall be the same height and attached directly to the adjacent fence. The fence shall be installed per the manufacturer's recommendations.

All landscaping shall be chosen, stored, and installed per American Nursery standards.

Substantial Completion

For the purposes of this Project, Substantial Completion shall mean that all construction plan items have been installed, completed, and/or constructed per the requirements of these drawings and details prepared by Stantec (design engineer).

End of Scope of Work.

EXHIBIT C
DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1) History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2) References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3) Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4) Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.



SUMMIT CONSTRUCTION & DEVELOPMENT

STATEMENT OF PROPOSERS QUALIFICATIONS

1. Project Approach and Methodology

- i** *Summit Construction & Development's strategic approach of your project will deliver a quality product that is on-time and in budget.*
- We understand this project's Scope of work includes majorly grading, new parking lot, clearing and grubbing, basketball court, concrete, asphalt and other related work.*
- Our firm uses the latest equipment and innovative systems such as a cloud platform for project management communication, scheduling and coordination and Trimble 3D GPS for earth work grading, which reduces human error and increases accuracy and production rate.*
- We have in-house crews and owned milling and paving equipment and trucks for all related trades, which makes us more efficient in accomplishing projects within time and budget.*

2. Project History

- i** *Our firm has been involved in a variety of projects since its inception, more than 14 years ago. We have completed projects for various municipalities, counties, government agencies and large commercial contractors, having accomplished even the most challenging projects successfully, within schedule requirements and under budget. The following list contains just a few of the projects with similar scope and size, that are in process or completed over the last 3 years:*
- 1. Circle 75 Parkway at Windy Hill Road – Cobb County. Our scope of work includes Grading, erosion control, storm drainage, water and sewer, Concrete work, Asphalt paving and other related work. Contract value: \$1,060,110.76 Completion 4/1/2022*
 - 2. Barnwell Road at Rivermount Pkwy Roundabout City of Johns Creek. Our scope of work includes Demolition, earthwork, storm drainage, concrete work, asphalt paving and other related work. Contract value: \$936,924.62*
 - 3. Dallas Street Improvements City of Acworth. Our scope work includes Erosion control, grading, GAB installation, Asphaltic Concrete, Storm Drainage, Striping and grassing. Contract value: \$844,561.63 Completion 3/30/2022*
 - 4. SR140 at East Cherokee Drive Improvements. Our scope of work includes Demolition, Grading, drainage, storm drain, milling, asphalt paving 17,172 tons and other related work. Contract value: \$3,897,016.00*

Summit Construction & Development
2108 Bentley Drive, Stone Mountain, GA 30087
Phone: 770.413.0093 Email: contracts@summitcd.com

5. *Rockdale county Milstead II Drainage Improvements, 962 Milstead Avenue, Conyers, GA 30012. Our scope of work includes Grading, storm drainage, domestic water installation, Asphalt paving. Contract value: \$701,844.45*
6. *Beaver Ruin Road Multiuse Greenway Trail, our scope of work includes Erosion control, grading, concrete sidewalk, curb and gutter, storm drainage, manholes. Contract value: \$703,523.99 Completion 06/19/2020*
7. *Granade road sidewalk project Rockdale County. Our scope of work includes concrete work, asphalt, Storm drainage. Contract value: \$2,229,790.70 Completion 09/22/2022*
8. *Brockett road Traffic Calming City of Tucker, our scope of work includes milling and resurfacing, patching, concrete medians and other related work. Contract Value \$1,275,679.00 Completion 1/31/2023*
9. *Indian Trail Park and Ride Transit Project, our scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work. Contract Value \$1,571,412.00 Completion 08/17/2021*
10. *City of College Park LMIG Street resurfacing 2023, Milling and resurfacing, Contract Value \$340,210.08. Completion 07/31/2023*
11. *West Paces Ferry Road Resurfacing Buckhead CID, Contracts Value: \$4,369,829.40. Anticipated Completion date: 09/15/2023*
12. *Haynes Bridge Road Improvements City of Johns Creek, Contract Value \$3,979,559.63 Completion Date 10/01/2023*

A complete list of our projects is available upon request.

3. Manpower & Delivery Schedule



1. *The current value of work-in-progress over 32+ million dollars and current manpower and resources can accommodate our projected workload with ability to perform new projects with no issues.*
2. *We have a dedicated Project Managers, Superintendents, and support system to accomplish this project successfully, within milestone goals and budget. Our in-house crews are experienced in all trades necessary to complete this project and are trained to produce quality work.*
3. *We have 40+ direct field employees.*

4. Company History



1. *Summit Construction & Development has been in business for 14+ years.*
2. *The firm has only operated under its current name.*
3. *GDOT Pre-Qualified Contractor, DBE.*
4. *No, we do not have any bankruptcies.*
5. *No, we do not have any lawsuits against our company.*

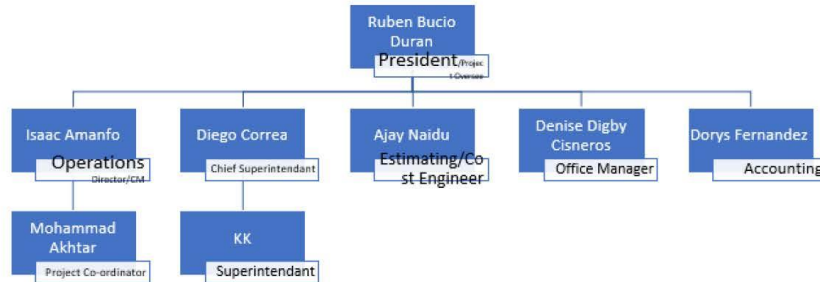
Summit Construction & Development
2108 Bentley Drive, Stone Mountain, GA 30087
Phone: 770.413.0093 Email: contracts@summitcd.com

5. References

Reference Project	Description of the Work	Owner Contact	Owner Contact Phone	Owner Contact Email	Role (prime/sub)	Firm Responsible for \$x.	Start and Completion dates
SR 140 at East Cherokee Drive Improvements	Scope of work includes road widening, asphalt milling and overlay, full depth, concrete work, storm drainage and other related work. 17,172 tons of asphalt installed	Lori Jones	678-410-0124	lmjones@cherokeega.com	Construction Inspection Manager	\$3,897,016	12/7/2020-12/20/2022
Indian Trail Park and Ride Transit Project	Scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work.	Thomas Clausen	678-521-6433	Thomas.Clausen@oneatlas.com	Project Engineer	\$1,571,412	03/19/2021-08/17/2021
Brockett road Traffic calming	Scope of work includes mill and overlay, patching, concrete medians and other related work.	Sam Durrance	678-215-7030	sdurrance@tuckerga.gov	Construction Manager	\$1,275,679	10/10/2022-1/31/2023
Barnwell Road at Rivermont Pkwy Intersection Project	Scope of work includes construction of a roundabout, asphalt paving, storm drainage, concrete work and other related work	Riki Forney	678-512-3266	riki.forney@johnscreekgga.gov	Construction Manager	\$999,663	01/01/2021-06/02/2022

Additional references shall be provided upon request.

Below is the Organization Chart for this Specific Project:



Summit Construction & Development
 2108 Bentley Drive, Stone Mountain, GA 30087
 Phone: 770.413.0093 Email: contracts@summitcd.com

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Summit Construction & Development LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 2108 Bentley Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Stone Mountain GA 30087	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	6	-	3	9	5	0	3	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/17/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/12/2021 12:11:07 PM

BUSINESS INFORMATION

CONTROL NUMBER	08094768
BUSINESS NAME	SUMMIT CONSTRUCTION AND DEVELOPMENT, LLC.
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/12/2021
ANNUAL REGISTRATION PERIOD	2021, 2022, 2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	2108 BENTLEY DR, STONE MOUNTAIN, GA, 30087, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
BUCIO Duran, RUBEN	2108 BENTLEY DR STONE MOUNTAIN, GA 30087, STONE MOUNTAIN, GA, 30087, USA	Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Ruben Bucio Duran
AUTHORIZER TITLE	Authorized Person



Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 20, 2023	Certificate Number:	2023162652
Expires:	March 31, 2024	Fee:	\$19,767.58
Business Name:	SUMMIT CONSTRUCTION & DEVELOPMENT L		
Description:	All Other Specialty Trade Contractors		

Business Location
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526

MAIL TO:
SUMMIT CONSTRUCTION & DEVELOPMENT L
C/O SUMMIT CONSTRUCTION & DEVELOPMENT LLC
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526

2023
Not Transferable



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Summit Construction & Development **Owner:**
Address: 2108 Bentley Drive
 Stone Mountain GA 30087

Primary Source License Information

Lic #: UC302166	Profession: Utility	Type: Utility Contractor
Secondary:	Method: Application	Status: Active
Issued: 7/15/2011	Expires: 4/30/2025	Last Renewal Date: 3/28/2023

Associated Licenses

Relationship: Supervisor	
Licensee: Maxwell, Donald Paul	License Type: Utility Manager
License #: UM102424	License Status: Active
Established: 7/15/2011	Association Date: 7/15/2011 Expiry:
Type: Prerequisite User	

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 18, 2023 13:42:57

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7625.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 14, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SU355

Summit Construction & Development, LLC
2108 Bentley Dr.
Stone Mountain, GA 30087

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$60,500,000.00

CERTIFICATE EXPIRES: September 30, 2024

PRIMARY WORK CLASS/CODE: 441

SECONDARY WORK CLASS(ES)/CODE(S): 163, 201, 209, 500, 550, 660 and 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: cn=US, email=mastronardi@dot.ga.gov, o=Georgia
Department of Transportation, ou=Division of Construction
- Director, cn=Marc Mastronardi, P.E.
Date: 2022.10.21 09:08:52-0400

MM:TKA

Ajay Naidu

From: Denise Digby
Sent: Tuesday, October 25, 2022 4:43 PM
To: Ajay Naidu
Subject: FW: Certificate of Qualification - Summit Construction & Development, LLC

From: Ashmead, Tanya K <TAshmead@dot.ga.gov>
Sent: Tuesday, October 25, 2022 4:41 PM
To: Denise Digby <officemanager@summitcd.com>
Cc: Contractor Prequalification <ContractorPrequalification@dot.ga.gov>
Subject: RE: Certificate of Qualification - Summit Construction & Development, LLC

Dear Denise,

Please be advised that requests to add additional Work Class Codes (WCC) for an existing Contractor who is already pre-qualified/registered and has a capacity rating, is not necessary.

If you were denied by a District Contracts Manager/District Construction Manager for subcontract/contract approval because of a missing WCC, we ask that you provide this correspondence advising that the addition of WCC are not necessary as long as you meet the criteria to carry out the job/work/contract.

If the request for additional WCC has nothing to do with the above, you may submit a full application at any time for our review.

All information can be submitted to ContractorPrequalification@dot.ga.gov

Thanks,

Tanya Ashmead
Prequalification Supervisor

Construction Bidding Administration
One Georgia Center, 11th Floor
600 West Peachtree Street, NW
Atlanta, GA 30308
404.631.1147 Main office
404.631.1685 Direct line
678.572.8711 - Cell
tashmead@dot.ga.gov

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part to **KEEP IT CLEAN GEORGIA** – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

From: Denise Digby <officemanager@summitcd.com>
Sent: Tuesday, October 25, 2022 4:22 PM
To: Ashmead, Tanya K <TAshmead@dot.ga.gov>
Subject: FW: Certificate of Qualification - Summit Construction & Development, LLC

Tanya,

I have a question can we get the following codes added as well? I know we used all the spaces on the application but I didn't see where I could attach another sheet for codes....

150,201,205,208,209,310,400,424,432,432a,441,500,500a,550,660,668,800,163,149,310a,400a,670
,205a,205b,452,513,700,800a

Denise Digby Cisneros
Office Manager
Office: 770.413.0093
Direct Number: 470.427.5888
2108 Bentley Dr. Stone Mountain GA 30087

summitcd.com



From: Ajay Naidu <scdestimator@summitcd.com>
Sent: Tuesday, October 25, 2022 4:19 PM
To: Denise Digby <officemanager@summitcd.com>
Subject: RE: Certificate of Qualification - Summit Construction & Development, LLC

150,201,205,208,209,310,400,424,432,432a,441,500,500a,550,660,668,800,163,149,310a,400a,670
,205a,205b,452,513,700,800a

From: Denise Digby <officemanager@summitcd.com>
Sent: Monday, October 24, 2022 11:30 AM
To: Ajay Naidu <scdestimator@summitcd.com>
Subject: FW: Certificate of Qualification - Summit Construction & Development, LLC

We could only do so many.... If you would like to change some let me know and I will see what's the process. I tried to cover what all we did.

From: Ashmead, Tanya K <TAshmead@dot.ga.gov> **On Behalf Of** Contractor Prequalification
Sent: Monday, October 24, 2022 10:08 AM



DATE: November 27, 2023

TO: All Offerors'

FROM: City of Stonecrest Purchasing Department

RE: ITB No. 23-121, Salem Park Parking Lot Expansion

Please see Addendum No. 1 for the above-referenced solicitation.

ADDENDUM NO. 1
ITB No. 23-121
SALEM PARK PARKING LOT EXPANSION

1. The following change has been made to the above-referenced solicitation.

Question and Answers

Corrected Bid Bond Documents (Exhibit D)

2. All other terms and conditions remain the same.

ADDENDUM NO. 1
ITB No. 23-121
SALEM PARK PARKING LOT EXPANSION

1. Will the park remain open during construction? If so, will the contractor have to fence off the area to work for pedestrians to enter?
The park will remain open; however, the parking lot will be closed.
2. Does the city have a place to take topsoil?
The city doesn't have a place to take topsoil.
3. The bid bond form in the ITB needs to have the right project name listed. It has Invitation to Bid, No. 23-124 Browns Mill Aquatic Center Painting Project on the form. Can you send the correct form, please?
The bid bond form has been corrected and attached.

EXHIBIT D
BOND DOCUMENTS

**EXHIBIT D
BOND DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS, THAT Summit Construction & Development, LLC

(Name of Contractor) _____

(Address of Contractor) at

2108 Bentley Dr., Stone Mountain GA 33087

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

Berkley Insurance Company

(Name of Surety)

475 Steamboat Rd, Greenwich CT 06830

(Address of Surety)

A corporation of the State of Delaware, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stonecrest, Georgia

(Name of Obligee)

3120 Stonecrest Blvd. Suite 190, Stonecrest, Georgia 30038

(Address of Obligee)

herein after referred to as Obligee, in the penal sum

of Five Percent of Amount Bid Dollars (\$ 5% amt bid) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stonecrest, Georgia, a proposal for furnishing materials, labor and equipment for:

**Invitation to Bid, No. 23-121
SALEM PARK PARKING LOT EXPANSION**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stonecrest, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stonecrest, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stonecrest, Georgia, and otherwise, to be and remain in full force and virtue in law; and

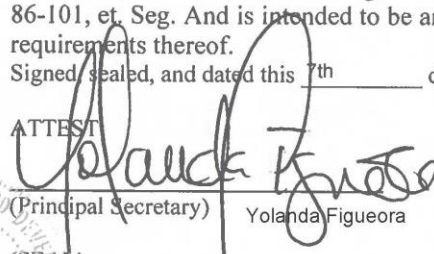
**EXHIBIT D
BOND DOCUMENTS**

the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stonecrest, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.


PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 7th day of December, 2023

ATTEST


(Principal Secretary) Yolanda Figueora

(SEAL)


(Witness to Principal) Ajay Naidu


2108 Bentley Dr., Stone Mountain GA 33087

(Address)

(Surety)

ATTEST

BY:


(Attorney-in-Fact) and Resident Agent
and Georgia Licensed Nonresident Agent
Kevin Wojtowicz

(Attorney-in-Fact)

1000 Central Ave #200,
St. Petersburg FL 33705

(Seal)

(Address)


(Witness as to Surety) Margie Schulz, Surety Witness

1000 Central Ave #200,
(Address) St. Petersburg FL 33705

Summit Construction & Development, LLC

(Principal)

BY:


2108 Bentley Dr., Stone Mountain GA 33087

(Address)

Berkley Insurance Company


Eileen Heard, Surety Witness

(Address) 1000 Central Ave #200,
St. Petersburg FL 33705

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin R. Wojtowicz or John R. Neu of Acrisure, LLC dba Nielson, Wojtowicz, Neu & Associates of St. Petersburg, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of May, 2021.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of May, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 7th day of December, 2023.

Vincent P. Forte

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE AFFADAVIT

EXHIBIT E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



Contractor(s) Name:

Summit Construction & Development LLC

Address: 2108 Bentley Drive, Stone Mountain GA, 30087.

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.

357508

E Verify™ Company Identification Number

09/14/2010

Date of Authorization

A handwritten signature in black ink, appearing to read "Ruben Bucio Duran".

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

Ruben Bucio Duran

12/07/2023

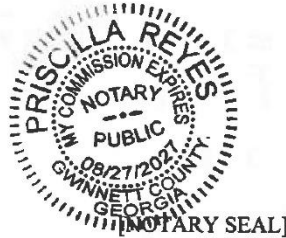
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

07th DAY OF December, 2023

A handwritten signature in black ink, appearing to read "Priscilla Reyes".

Notary Public



My Commission Expires: 8/27/27

* 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 F
DRUG FREE WORKPLACE



**EXHIBIT F
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 Summit Construction & Development LLC (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.

Summit Construction & Development LLC

Company Name



12/07/2023

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

President

Title of Authorized Officer or Agent of Service Provider

Ruben Bucio Duran

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

EXHIBIT G
PURCHASING POLICY ADDENDUM



I, Ruben Bucio Duran, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies 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 Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

A handwritten signature in black ink, appearing to be "Ruben Bucio Duran", written over a horizontal line.

BY: Authorized Officer or Agent Date **12/07/2023**
(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Ruben Bucio Duran **12/07/2023**

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H

AFFADAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION



EXHIBIT H
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

Ruben Bucio Duran

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

1. RD 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: 12/07/2023

Printed Name: **Ruben Bucio Duran**

* 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 7th day of December, 2023.

Notary Public: _____

My Commission Expires: 8/27/27

* 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 I
REFERENCES AND SUBCONTRACTOR FORM



EXHIBIT I
REFERENCES

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Cherokee County
Address: 3017 Holly St, Canton, GA 30115
Contact: Lori M Jones Phone: 678-410-0124

2. Company Name: City of Johns Creek
Address: 11360 Lakefield Drive, Johns Creek, GA 30097
Contact: Riki Fomey Phone: 678-512-3266

3. Company Name: City of Tucker
Address: 1975 Lakeside Pkwy Suite 350, Tucker, GA 30084
Contact: Sam Durrance Phone: 678-215-7030

EXHIBIT I
REFERENCES

NOT APPLICABLE

Please provide the names, addresses, contact names, and phone numbers of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

4. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

5. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

End of Exhibit I

EXHIBIT J
NON-COLLUSION AFFADAVIT

EXHIBIT J
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 7th day of December, 2023

Summit Construction & Development LLC

(Name of Organization)

President

(Title of Person Signing)


(Signature)

23-121

(Bid Number)

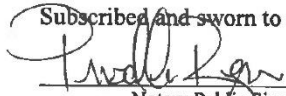
ACKNOWLEDGEMENT

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 7th day of December, 2023.


Notary Public Signature

My Commission Expires: 8/27/27

EXHIBIT K
BID SCHEDULE

**EXHIBIT K
BID SCHEDULE**



ITEM NO	DESCRIPTION	UNIT	QTY	UNIT COST	COST
1	Traffic Control	LS	1	\$2,525.00	\$2,525.00
2	Grading Complete	LS	1	\$81,572.00	\$81,572.00
PARKING LOT					
3	2" Thick 9.5 MM Asphalt Super Surface	SY	1,350	\$22.00	\$29,700.00
4	2" Thick 9.5 MM Asphalt Super Surface	SY	1,350	\$22.50	\$30,375.00
5	8" Thick Graded Aggregate Base	SY	1,350	\$22.50	\$30,375.00
6	24" Concrete Curb & Gutter	LF	700	\$30.00	\$21,000.00
7	4" Thick Concrete Sidewalk	SY	30	\$64.00	\$1,920.00
8	5" Paint Stripe, White	LF	800	\$2.00	\$1,600.00
9	ADA Ramp, Type D	EA	1	\$1,800.00	\$1,800.00
10	Concrete Drainage Plume	EA	1	\$1,500.00	\$1,500.00
BASKETBALL COURT					
11	6" Thick Concrete	SY	650	\$84.00	\$54,600.00
12	3" Black Basketball Stripe	LF	700	\$3.50	\$2,450.00
13	Basketball Goals (Install Only)	EA	2	\$1,800.00	\$3,600.00
14	6' Ht. Black Vinyl Chain Link Fence	LF	1,150	\$32.00	\$36,800.00
15	6' Ht. Black Vinyl Chain Link Gate	EA	1	\$1,250.00	\$1,250.00
16	6' Ht. Black Vinyl Chain Link Double Swing Gate	EA	1	\$1,800.00	\$1,800.00
EROSION CONTROL					
17	Type Sensitive Silt Fence	LF	2,000	\$3.50	\$7,000.00
18	Construction Exit	EA	1	\$2,950.00	\$2,950.00
19	Concrete Washdown	EA	1	\$1,250.00	\$1,250.00
20	Strom Drain Outlet Protection	EA	1	\$3,500.00	\$3,500.00
21	Floating Surface Skimmer	EA	1	\$6,200.00	\$6,200.00
22	Perforated Round Pipe	EA	1	\$350.00	\$350.00
23	Temporary Seeding	SF	22,000	\$0.15	\$3,300.00
24	Permanent Seeding	SF	22,000	\$0.15	\$3,300.00
LANDSCAPE					
25	Hightower Willow Oak, 2: Cal. Min	EA	6	\$1,250.00	\$7,500.00
26	Yoshino Cherry, 3" Cal Min.	EA	3	\$1,250.00	\$3,750.00
27	Yellow Flag Iris	EA	125	\$50.00	\$6,250.00
28	Dwarf Cattail	EA	125	\$50.00	\$6,250.00
29	Common Rush	EA	125	\$50.00	\$6,250.00
30	Sweet Flag	EA	125	\$50.00	\$6,250.00
31	Water Hibiscus	EA	125	\$50.00	\$6,250.00
	TOTAL				\$373,217.00