

**AGREEMENT FOR SINGLE PURCHASE OF SERVICES  
SIDEWALK DESIGN SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and **KLEINFELDER, INC** (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing sidewalk design services at the various locations within City limits, RFP-0010-25, Sidewalk Design Services; and

**WHEREAS**, the City of Stonecrest sought bid responses from qualified vendors for sidewalk design services; and

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

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A, or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City by December 31, 2026 (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

**4. RELATIONSHIP OF THE PARTIES.**

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

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

**6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the

“WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

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

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

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“E-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

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

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

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

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

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

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

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

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email:

With copies to:

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

**If to the Contractor:**

**Kleinfelder, Inc.**  
**1200 Abernathy Road, NE**  
**Building 600, Suite 400**  
**Atlanta, Georgia 30328**

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

**26. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**27. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

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

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

\_\_\_\_\_

APPROVED AS TO FORM:

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

**[SIGNATURES CONTINUED ON NEXT PAGE]**

## EXHIBIT A SCOPE OF SERVICES

1. Introduction:

The engineering Firm will design sidewalks for Salem Road, Fairington Road (Phase II), Phillips Road, and Iris Drive. The Firm will work with staff in ensuring sidewalks are designed in accordance with Georgia Department of Transportation (GDOT), State and Federal rules and regulations.

2. Scope of Services:

Design services shall include field survey, engineering design, utility coordination, and obtaining Georgia Department of transportation (GDOT) encroachment permit (where applicable). The Firm shall prepare scope of work for construction bid documents, bid schedule, engineering cost estimate, attendance at pre-bid meeting and site visit, responding to questions from potential bidders on construction documents, and responding to requests for information (RFIs) during construction. The City will be providing construction inspection and construction management services.

**Note:** The City reserves the right to exclude the design of a particular location if it is in the best interest of the City.

Please refer to the GDOT Design Policy Manual for design guidance, see link below:  
<https://www.dot.ga.gov/partnersmart/designmanuals/designpolicy/gdot-dpm.pdf>

3. Deliverables:

1. Construction plans for bid (including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)
2. Specifications
3. Scope of work for bid document
4. Engineering cost estimate
5. GDOT Encroachment Permit (where applicable)
6. Utility coordination before and during construction

4. SALEM ROAD SIDEWALK

The City of Stonecrest is proposing to construct a sidewalk along a section of the north side of Salem Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalks will join exiting sidewalks.



4.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,700 Linear Feet (LF)

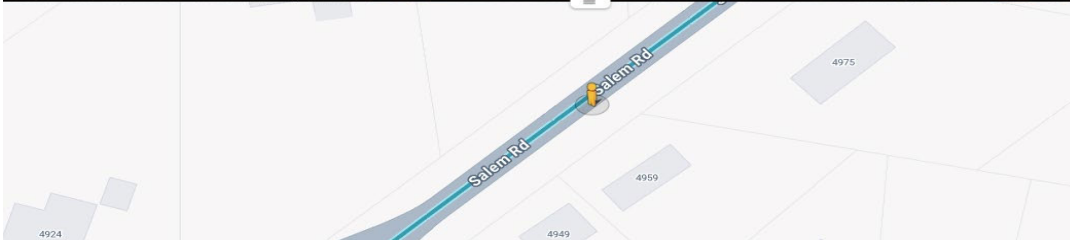
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps. Curb and gutter to be extended beside new sidewalk.

Starts: existing sidewalk at 4964 Salem Road

Ends: existing sidewalk at 5116 Salem Road

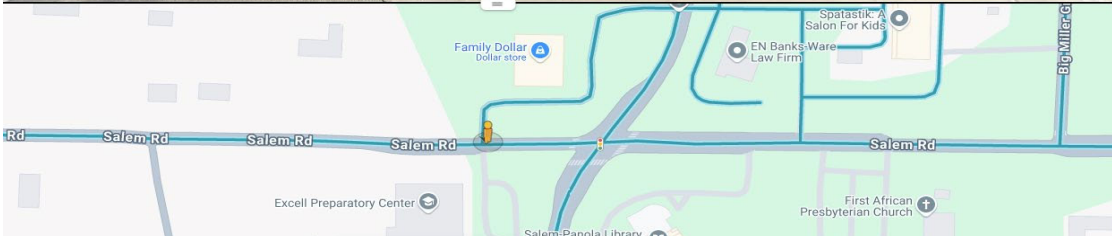
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

SIDWALK BEGINS (LEFT SIDE OF ROAD, LOOKING NORTH-EAST)

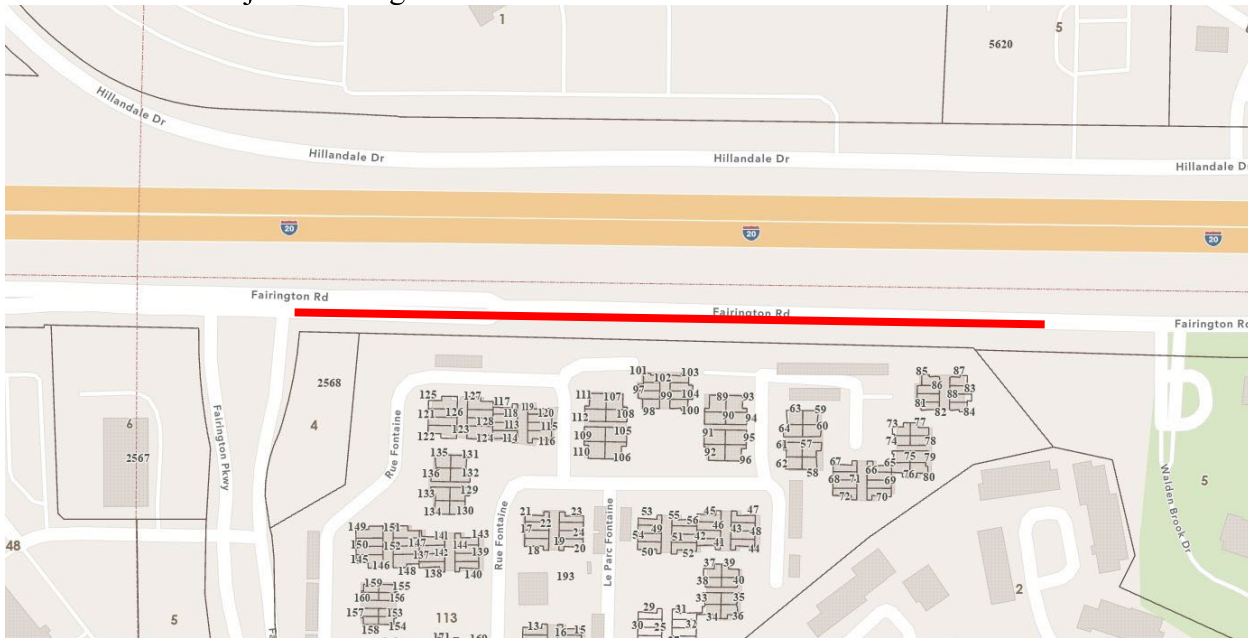


<https://maps.app.goo.gl/LDhpi3prxEHvwyeB6>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING WEST)

5. Fairington Road Sidewalk Phase II:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Fairington Road. The image below shows an aerial view of the new sidewalk (see red line). End of new sidewalk will join existing sidewalks.



5.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

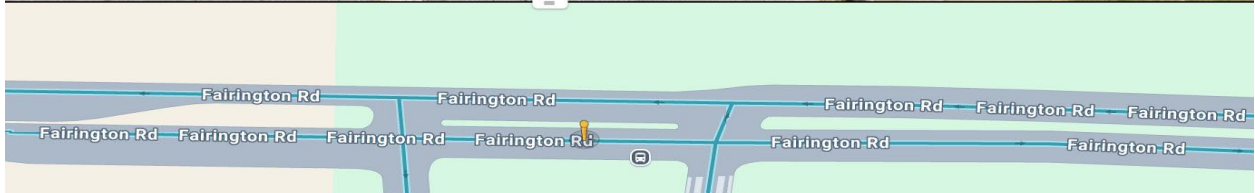
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 2568 Fairington Road

Ends: existing sidewalk at 5665 Fairington Road

Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/x3RqGDA8qphzekXQ7>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING EAST)

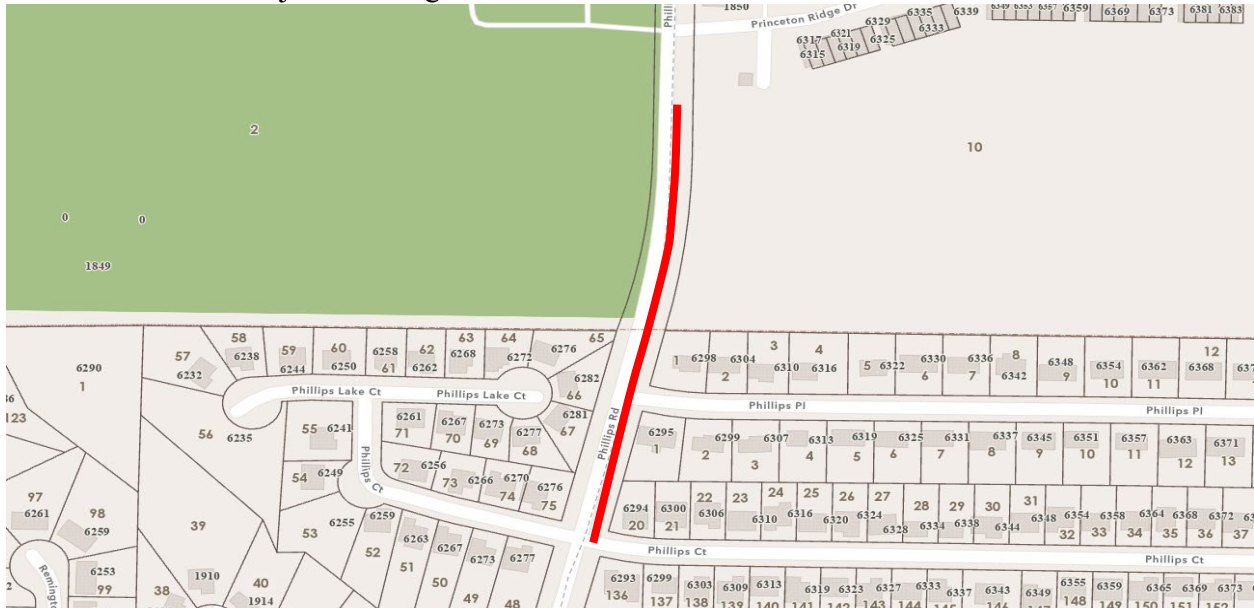


<https://maps.app.goo.gl/7Y3bWAJDdYPtgASd9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING EAST)

6. Phillips Road Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the east side of Phillips Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalk will join existing sidewalks.



6.1 Sidewalk Specifications:

Sidewalk Length: +/- 700 Linear Feet (LF)

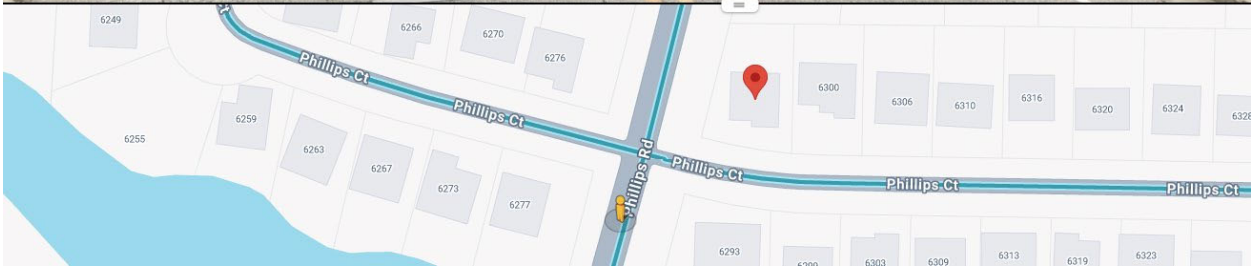
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 6294 Phillips Court

Ends: existing sidewalk at 1850 Phillips Road

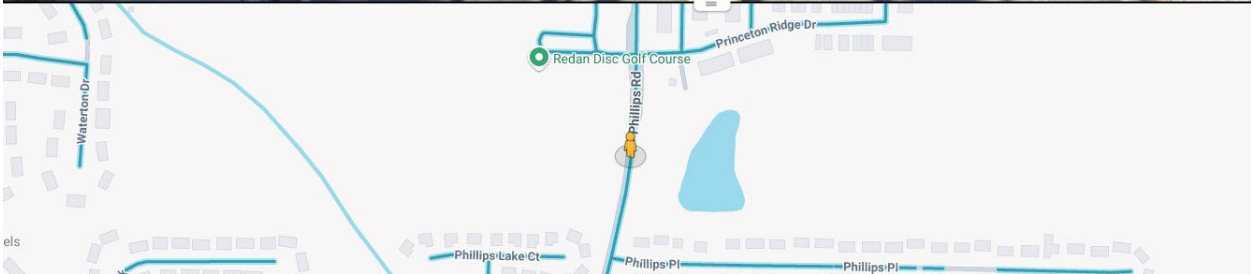
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/ZSnG28gijmdTeQcm6>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING NORTH)

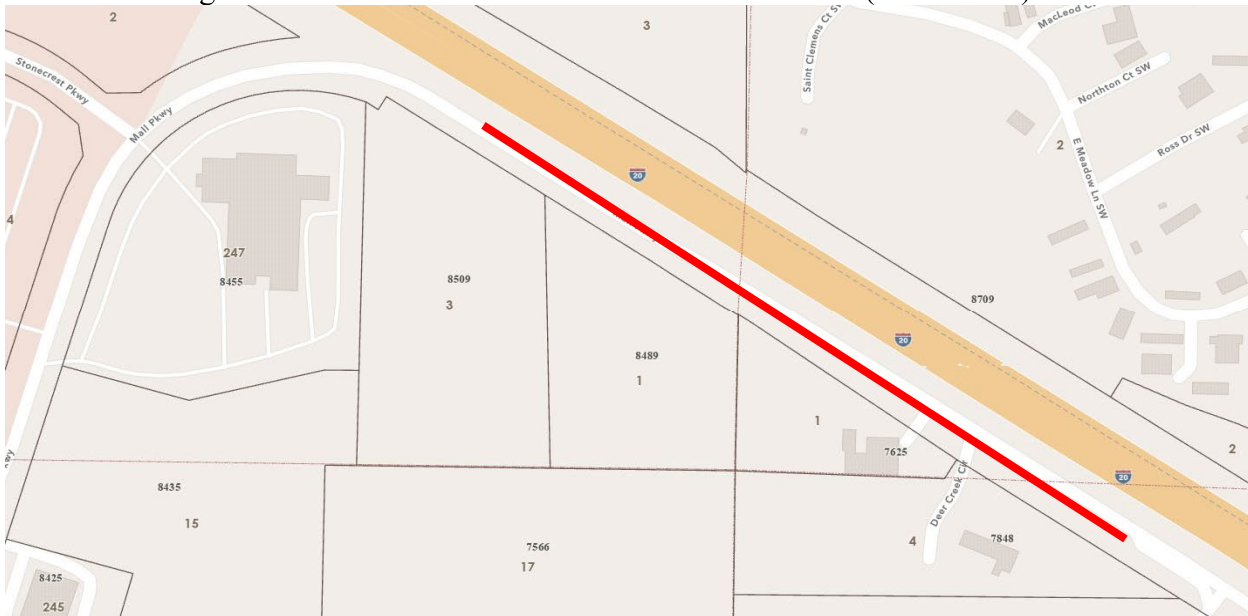


<https://maps.app.goo.gl/45aWntrP3cSbYB6L7>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING NORTH)

7. Iris Drive Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Iris Drive. The image below shows an aerial view of the new sidewalk (see red line).



7.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: 8489 I-20 East Access Road, Lithonia, GA 30038 (AKA Iris Drive SW)

Ends: 7848 I 20 East Access Road Lithonia, GA 30038 (AKA Iris Drive SW)

Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

(map link has old photography and does not show current building at location)

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING SOUTH-EAST)



Photo at left accurately shows the start of the new sidewalk in front of existing storage facility



<https://maps.app.goo.gl/64eP8HiHer45hjAm9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING SOUTHEAST)

**EXHIBIT B**  
**COST PROPOSAL**

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required, equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

**SALEM ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 1700 ft**

DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey)	\$ 15,770
2. Specifications	\$ 2,500
3. Scope of Work of Bid & Bidding Support	\$ 2,450
4. Engineering Cost Estimate	\$ 1,930
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$ 4,050
<b>TOTAL COST: \$26,700</b>	

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

FAIRINGTON ROAD (PHASE II) SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey)	\$14,370
2. Specifications	\$2,050
3. Scope of Work of Bid & Bidding Support	\$3,400
4. Engineering Cost Estimate	\$1,480
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$3,600
<b>TOTAL COST:</b>	
	\$24,900

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

PHILLIPS ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 700 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey	\$11,890
2. Specifications	\$1,730
3. Scope of Work of Bid & Bidding Support	\$2,580
4. Engineering Cost Estimate	\$1,200
5. GDOT Encroachment Permit (where applicable)	\$ N/A
6. Utility Coordination before and during construction & Limited Construction	\$2,900
<b>TOTAL COST:</b> \$20,300	

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

IRIS DRIVE SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft	
DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details & Topography Survey)	\$12,520
2. Specifications	\$2,230
3. Scope of Work of Bid & Bidding Support	\$2,750
4. Engineering Cost Estimate	\$1,600
5. GDOT Encroachment Permit (where applicable)	\$10,200
6. Utility Coordination before and during construction & Limited Construction	\$3,700
<b>TOTAL COST:</b> \$33,000	