



**Fairington Park Parking Lot Design Services
Request for Proposal 23-113**

This **CONTRACT** made and entered into this 2nd day of November, 2023, by and between the City of Stonecrest (Party of the First Part, hereinafter called the "City"), and **Stantec Consulting Services Inc.** Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

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

1. TERMS:

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, 2023 ("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") upon mutual written agreement by the parties by December 31, 2023, unless 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** :

- I. General Conditions.
- II. Request for Proposal Introduction.
- III. Request for Proposal
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug-Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.
- Exhibit E: Non-Collusion Affidavit.

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, the Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

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

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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


14. MERGER CLAUSE:

The parties agree that the terms of this Contract include 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.

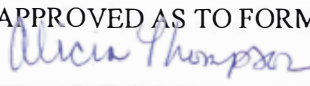
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

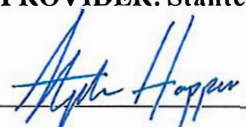
STONECREST, GEORGIA

By: 
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: 
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Stantec Consulting Services Inc.

Signature  Date 11/2/23

Print Name Stephen Hopper, PLA, ASLA

Print Title Associate & Senior Landscape Architect

ATTEST:

 Date 11/2/23
Signature

Print Name Kimberly Lehner

Print Title Project Controls Specialist



GENERAL CONDITIONS

1. SCOPE OF WORK

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

2. REGULATIONS

- 2.1 The Service 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. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for

GENERAL CONDITIONS

work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
 - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

GENERAL CONDITIONS

4. TOOLS AND EQUIPMENT

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

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

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

GENERAL CONDITIONS

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

7. USE OF PREMISES

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

8. SAFETY AND PROTECTION

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

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

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

GENERAL CONDITIONS

- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

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

11. SERVICE PROVIDER'S LIABILITY

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

GENERAL CONDITIONS

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

12. INDEMNIFICATION AND INSURANCE

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

GENERAL CONDITIONS

execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 12.5 In any and all claims against the City, or any of their officers, members, agents, 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.
- 12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 12.7 Insurance

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

(1)

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

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

GENERAL CONDITIONS

Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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.

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

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

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

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

GENERAL CONDITIONS

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 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 that 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.

GENERAL CONDITIONS

14. CONTRACT ADJUSTMENTS

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

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such

GENERAL CONDITIONS

application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

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

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

GENERAL CONDITIONS

- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the 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

GENERAL CONDITIONS

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.

17. CITY'S AUTHORIZED REPRESENTATIVE

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

18. ASSIGNMENT

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

GENERAL CONDITIONS

19. NOTICES

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

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: _____

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

20. NONDISCRIMINATION

- 20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service

GENERAL CONDITIONS

Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

21. COPYING DOCUMENTS

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

GENERAL CONDITIONS

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 Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

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

GENERAL CONDITIONS

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

GENERAL CONDITIONS

- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and 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 make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to

GENERAL CONDITIONS

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, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any

GENERAL CONDITIONS

damages resulting from negligence of the City or its employees, agents or Service Providers.

- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

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

End of General Condition.

REQUEST FOR PROPOSAL INTRODUCTION

INTRODUCTION, BACKGROUND, AND RFP PROCESS

Introduction

This Request for Proposal (RFP) is for qualified Proponents ("Proponent" or "Proponents") for the Fairington Park Parking Lot Design. A detailed Scope of Services ("SOS") is set forth in this RFP.

Background

Fairington Park is located at the corner of Fairington Parkway and Phillip Bradley Drive at 2831 Fairington Parkway. This park has two multi-purpose fields, a children's play area, two parking lots (upper deck and lower deck) and walking trails. There is a need for additional parking during special events and other city organized functions. The City is currently planning to design and construct New Fairington Park and Botanical Garden at the end of Fairington Parkway. The new park will be located within walking distance of the existing Fairington Park and is expected to be connected by a walking trail.

Scope of Work

The City of Stonecrest is looking to expand the lower deck parking lot to maximize the number of parking spaces on site.

City of Stonecrest is soliciting proposals from qualified and experienced firms to provide civil/site engineering design for the lower deck parking lot expansion. Scope of work will include land survey, engineering design, appropriate permitting, preparing scope of work for bid documents to solicit and procure contract with a qualified contractor and engineer of record services during construction. Project Management and construction inspection are not part of the scope.

SURVEYING:

This proposed parking lot expansion will be located within the city owned 9.94-acre site at the southeast corner of the park. Establishing the property corners/lines using the record research of plats is required.

A boundary survey is not required for this project. A topographic survey is required for the area where the current lower deck parking lot exists and the area where the expansion is proposed. All existing above ground utilities and locating underground utilities (water, sewer, electric and stormwater) using a GA811 ticket utility marking and records from DeKalb County GIS maps is required. All trees within the project area shall be located with species and size. Existing power poles are served by underground electrical conduits.

Plat preparation is not required for this project.

ENGINEERING DESIGN AND PERMITTING:

The proposed parking lot addition will use the existing curb-cut on Fairington Parkway. Additional parking spaces could be located at the end of existing spaces and southeast side of the existing

REQUEST FOR PROPOSAL INTRODUCTION

parking lot. A tree buffer shall be maintained with the apartment property near the southeast property line. The width of the buffer shall be based on the City of Stonecrest Zoning Code. The City desires to minimize the number of trees removed, however, maximizing the number of additional parking spaces is a priority for the City. Additional parking spaces will have lighting and the proposed type of lighting fixtures shall match the existing light fixtures. Existing parking spaces will be resurfaced and striped. A striping plan for the entire (existing and proposed) is part of this scope of work.

Engineering design will consist of grading plan, erosion and sedimentation control plan, tree save plan and tree compensation, stormwater detention/retention, stormwater infrastructure design, parking signage and striping plan.

The selected Consultant will provide construction cost estimate, and scope of work to be included in the bid document.

In addition to the City of Stonecrest Land Development approval, Georgia Soil & Water Conservation district plan submittal and addressing their comments and obtaining their approval is part of the permitting and plans approval process.

The following elements are included in Final plans as deliverables.

1. Cover Sheet
2. Existing Conditions Plan
3. Site Plan
4. Grading and Drainage Plan
5. Erosion, Sedimentation and Pollution Control Plans
6. Erosion, Sediment and Pollution Control Details
7. Utility Profiles
8. Civil Construction Details
9. Hydrology Study
10. Engineer of Record service during construction
11. Progress meeting (virtual)

The City of Stonecrest Land Development Fees are waived, City will reimburse any other permitting fees.

REQUEST FOR PROPOSAL INTRODUCTION



Existing Parking Lot is shown in dashed Blue Line

Approximate Proposed Parking Lot addition area is shown is solid yellow line

REQUEST FOR PROPOSAL INTRODUCTION



Approximate property boundary of Fairington Park

End of Request for Proposal Introduction.

REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company's mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

- 3.1.1 Project Personnel (25 Points)** - Proponent shall provide resumes on all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

REQUEST FOR PROPOSAL

3.1.2 Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
 1. Client's/Owner's Company Name
 2. Address
 3. Contact Person Information
 4. Phone and Email Addresses
 5. Project(s) completed with listed Client/Owner

3.1.3 Project Understanding & Approach (30 Points) - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

4. Cost Proposal (20 Points) – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Scoring Criteria

FACTOR	POINTS
Project Personnel	25
Project Experience	25
Project Understanding & Approach	30
Cost Proposal	20
Highest Possible Score	100

5. Other Considerations

5.1.1 All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.

5.1.2 After the initial review of proposals, the City may invite representatives of firms

REQUEST FOR PROPOSAL

responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

- 5.1.3 Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
- 5.1.4 The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
- 5.1.5 The Proponent will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.
- 5.1.6 During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

6. TIMELINE FOR RFP

RFQ Number: 23-113 Fairington Park Parking Lot Design Services

Pre-bid Conference: Tuesday, July 11, 2023, ~~Wednesday, June 21, 2023~~, at 11:00 a.m. EST.

Questions Due: Thursday, July 13, 2023 ~~Wednesday, June 28, 2023~~, 4:00 p.m. EST

Proposal Due Date: Tuesday, July 25, 2023, ~~Wednesday, July 12, 2023~~, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal:

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

7. Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

REQUEST FOR PROPOSAL

Before awarding the RFP, the City may request additional information from Proponents. The City reserves the right to reject any and all proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Proponent submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

8. Proposal Rejections

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest.
- Is delinquent in the payment of a loan(s) with the City.
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City.
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

9. Disclaimer/Reservation of Rights

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the Proponents submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

REQUEST FOR PROPOSAL

10. Due Diligence

The Proponent shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

End of Request for Proposal.



EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Stantec Consulting Services Inc.

Address: 229 Peachtree Street NE, Suite 1900, Atlanta, Georgia 30303-1629

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.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

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

07/24/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

24 DAY OF July, 2023

Kimberly Lehner
Notary Public

[NOTARY SEAL]



My Commission Expires: 10/02/2026

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

EXHIBIT B
DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest (Service Provider), Stantec Consulting Services Inc. (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.

Stantec Consulting Services Inc.

Company Name



07/24/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper

Printed Name of Authorized Officer or Agent

EXHIBIT C
PURCHASING POLICY ADDENDUM

I, Stephen Hopper, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 07/24/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Associate
Title of Authorized Officer or Agent of Service Provider

Stephen Hopper
Printed Name of Authorized Officer or Agent Date

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

Stephen Hopper, PLA, ASLA

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

1. X I am a United States citizen

OR

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

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

Signature of Applicant: _____

Date: 07/24/2023

Printed Name: Stephen Hopper, PLA, ASLA

* 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 24 day of July, 2023

Notary Public: Kimberly Lehner

My Commission Expires: 10/02/2026



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

EXHIBIT E

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 24th day of July, 2023

Stantec Consulting Services Inc.

(Name of Organization)

Associate

(Title of Person, Signing)

Allyssa Hagan
(Signature)

RFP 23-113 Fairington Park Parking Lot Design Services

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

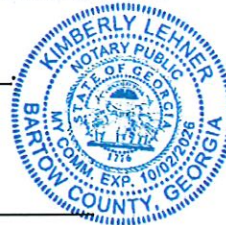
COUNTY OF Bartow)

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 24th day of July, 2023

Kimberly Lehner
Notary Public Signature

My Commission Expires: 10/02/2026



**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stantec Consulting Services Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 13980 Collections Center Drive	Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60693	
7 List account number(s) here (optional)	

Stantec prefers payment via ACH, please inquire for instructions

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
1	1		-	2	1	6	7	1 7 0

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 for Part II, later.

Sign Here Signature of U.S. person ► *Kimberly Lehner*

Date ► 07/25/2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.



CITY OF STONECREST, GEORGIA

REQUEST FOR PROPOSAL 23-113 TO PROVIDE

Fairington Park Parking Lot Design Services

JULY 25, 2023



TABLE OF CONTENTS

SUBMISSION COVER SHEET

TABLE OF CONTENTS

01 COVER LETTER-PROPOSAL LETTER	03-04
02 EXECUTIVE SUMMARY	05
03 EVALUATION AND SELECTION CRITERIA	
a. Project Personnel	06-08
b. Project Experience	09
c. Project Understanding and Approach	10
d. Cost Proposal	11
04 REFERENCES	12

APPENDIX

Exhibit A	Georgia Security and Immigration Compliance Act Affidavit
Exhibit B	Drug-Free Workplace
Exhibit C	Purchasing Policy Addendum
Exhibit D	Affidavit Verifying Status for City Public Benefit Application
Exhibit E	Non-collusion Affidavit
	Recieved Addenda



Donaldson Bannister Farm Parking Lot Expansion and Site Upgrades

01 COVER LETTER



Stantec Consulting Services Inc.
229 Peachtree Street NE, Suite 1900
Atlanta GA 30303-1629

July 25, 2023

Shakerah Hall, Procurement Manager
3120 Stonecrest Blvd
Suite 190
Stonecrest, Ga 30038

Greetings Ms. Hall,

Reference: Request for Proposal 23-113, Fairington Park Parking Lot Design Services

We are very excited about the opportunity to provide the City of Stonecrest with Engineering Design services for the parking lot design for Fairington Park. Our engaged team of engineers and technical professionals have the expertise and availability to complete this project within budget and schedule.

Our team has completed numerous similar projects for parks and recreation facilities including with The City of Stonecrest. We believe our experience and approach are a benefit to the City of Stonecrest to provide consistent communication and reliable deliverables.

The benefit that you get with our team is that we see ourselves a partner to the City of Stonecrest meaning we anticipate being present well after our last invoice to ensure implementation and success of the project and the community.

Stantec is an international company with offices around the United States. Our Atlanta office has close to 100 skilled professional who report in. While many of our team come from all over the Metro Atlanta area, Stantec's main office is located in downtown Atlanta at 229 Peachtree Road, International Tower, Suite 1900, Atlanta, Ga 30303. We do have satellite offices in Alpharetta, Georgia.

I will serve as the main contact for this project as an authorized officer of the company to execute any agreements.

Best regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Stephen Hopper".

Stephen Hopper, PLA
Senior Landscape Architect,
Associate
Phone: (770) 492-2654
stephen.hopper@stantec.com

PROPOSAL LETTER

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

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

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

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

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

PROPOSAL SIGNATURE AND CERTIFICATION (Proponent to sign and return)

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

Authorized Signature  Date 07/24/23

Print/Type Name Stephen Hopper, PLA, ASLA

Print/Type Company Name Here Stantec Consultanting Services Inc.

Email Address of Contact Person: stephen.hopper@stantec.com

3

02 EXECUTIVE SUMMARY

Firm Name	Stantec Consulting Services Inc.		
Firm Headquarters Address	400-10220 103 Avenue NW Edmonton, Alberta, Canada, T5J 0K4*		
Lead Principal	Jeff Rice, PE		
Primary Contact	Stephen Hopper, PLA Associate	Phone: (770) 492-2654 Fax: (404) 688-4084 stephen.hopper@stantec.com	
	Atlanta Office 229 Peachtree St NE Suite 1900 Atlanta, GA 30303	Alpharetta Office (Royal) 3157 Royal Drive Suite 250 Alpharetta, GA 30022	Alpharetta Office (Westside) 10745 Westside Way Suite 250 Alpharetta, GA 30009

Georgia Addresses



Principal Business Office

229 Peachtree Street NE, Ste. 1900
Atlanta, GA 30303

Local Office Locations

- 3157 Royal Drive, Ste. 250
Alpharetta, GA 30022
- 10745 Westside Way, Ste. 250
Alpharetta, GA 30009

STANTEC is committed and prepared to deliver the project:

1. On Schedule
2. Within budget
3. With the highest quality

SCHEDULE, TIMELINESS, AND AVAILABILITY MATTER

- Full roster of personnel and discipline experts with availability and readiness
- Schedule and completion in a timely manner is our top priority
- Program and project managers that provide Quality Assurance for efficient and accurate deliverables
- Plethora of national resources if uncertainty or unexpected conditions arise

STANTEC'S COMMITMENT TO THE CITY OF STONECREST

- Stantec enters into this project as a partner with the city with matching goals and objectives
- Quality Product-Our quality control is rigorous and effective for internal and external deliverables
- Team of Experts at your side to guide you through the process
- Project Management that takes heavy lifting off city staff
- Team that wants to deliver and implement the project and be proud of the final result.
- Relationship-Team that will be around now and in the future with a lasting partnership
- Responsive Nature-While our office is close, we are a team that prides itself on its responsiveness whether through email, phone, or text. The city will not be left with lingering uncertainties.

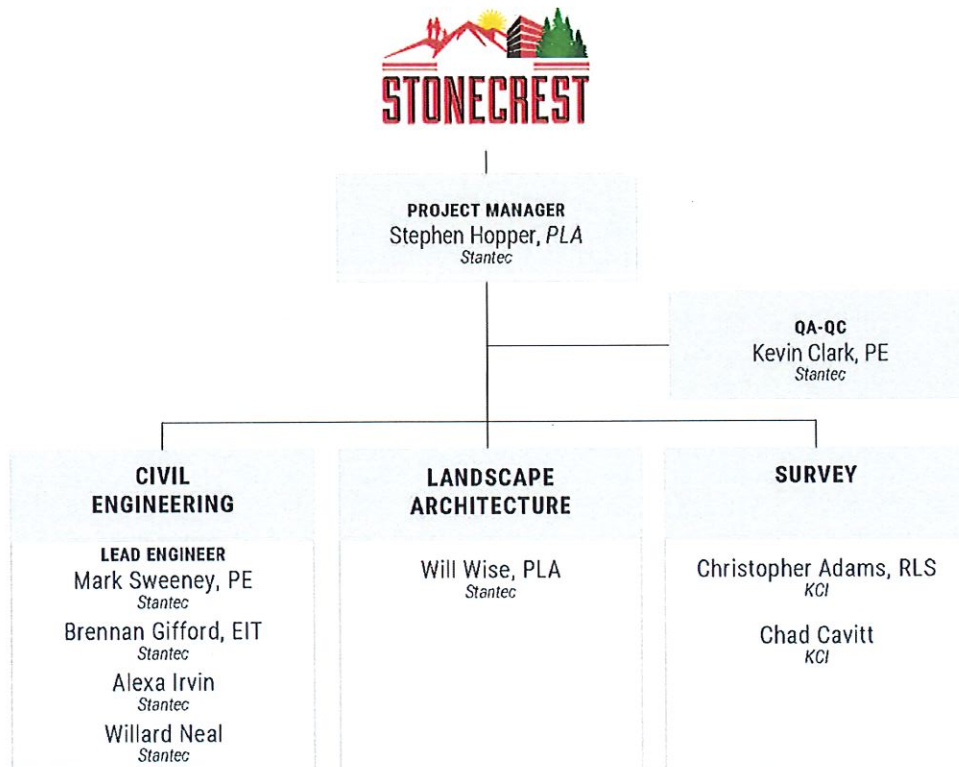
03 EVALUATION AND SELECTION CRITERIA

a. Project Personnel

Organizational Chart

We are better together. We take that core value seriously here at Stantec. That's why we have assembled a strong team of our top experts and project managers to provide you with the best project experience possible. Our intention is to deliver a focused process that facilitates the successful completion of your project today and helps you move confidently toward tomorrow. Leading this contract is Project Manager, Stephen Hopper who will be supported by a team of skilled professionals. The following chart outlines roles and responsibilities of the Stantec team. We've also included brief resumes of our team members so you can get to know a little bit more about them and their individual qualifications.

Our team has the projected availability and experience to meet your needs across disciplines.
Our team will include one sub-contractor providing survey services, KCI Technologies, Inc.





STEPHEN HOPPER PLA

KEY PERSONNEL PROJECT MANAGER

→ **Education**
→ BLA, University of Georgia

Relevant Registration
Professional Landscape
Architect #1651, Georgia

SITES AP

Experience
17 years

Stephen is a landscape architect with 17 years of design and project management experience. Stephen has led and assisted numerous teams to successfully implement multiple parks and site development projects. His project experience brings an attention to detail that ensures all aspects of the necessary design are considered. He has a passion for creating, improving, and enhancing spaces. This inspires him to build contextually sensitive environments that also balance the needs of the public and private realms. His expertise spans many facets of including bicycle and pedestrian paths, community planning, institutional development, recreation master planning and development, streetscapes, and urban design.

Relevant Project Experience

- Smth-Gilbert Botanical Garden Parking Lot, Kennesaw, Georgia
- Donaldson Bannister Historic House Parking Lot Expansion, Dunwoody, Georgia
- Cleveland State Community College Parking Lot Expansion, Cleveland, Tennessee
- Stone Mountain Permeable Paver Parking Lot Expansion, Stone Mountain, Georgia
- University of North Georgia Parking Lot Expansion, Forsyth, Georgia
- Henderson Park Expansion and Phase II, Tucker, Georgia
- Lynnbrook Park Expansion, Chattanooga, Tennessee
- Ashley Furniture, Stonecrest, Georgia
- Depot Street Parking Lot Park Expansion, Marietta, Georgia
- Forsyth County Trailhead, Stormwater, Parking Lot, Forsyth County, Georgia
- Auto Nation Parking Lot, Dekalb County, Georgia
- Little River Falls Parking Lot Expansion, National Parks Services, Alabama
- Irvin Tissue Site and Parking Lot, Macon, Georgia
- US 278 Complete Streets, Avondale Estates, Georgia
- Salem Park Parking Lot, Stonecrest, Georgia



**KEVIN
CLARK**
PE

- **Education**
BS Civil Engineering
Technology, Southern Poly
- **Relevant Registrations**
Professional Engineer
Georgia

KEY PERSONNEL QAQC

Kevin has over 22 years of experience in civil engineering design and management. He has worked on civil projects including educational, institutional, commercial, residential, recreational, healthcare, religious, aqua cultural, mining, and industrial.

→ Experience

- Forsyth County Courthouse ADA Parking, Forsyth County, Georgia
- Forsyth County Trailhead Parking Lot, Big Creek Trail, Forsyth County, Ga
- CDL Parking Lot, Chattahoochee Tech, Austell, Ga
- Lynnbrook Park Site Enhancements, Chattanooga, Tn
- Custer Park Concept Plan, Atlanta, Ga
- University of North Georgia Parking Lot and Site Expansion, Cumming, Georgia
- Cherokee County Public Works Parking Lot Remediation and Expansion, Cherokee County, Ga
- Halcyon Development Site and Parking Improvements, Cumming, Ga
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA
- Spalding Drive & Mt. Vernon Road Intersection Improvement, Sandy Springs, GA
- Holly Springs Towne Center, Holly Springs, Georgia
- Reservoir Drive, Canton, Georgia
- Mission Road, Bartow County, Georgia
- Morgan Falls Road Pedestrian Improvement, Sandy Springs, GA,
- Keeter Road, Cherokee County, Georgia
- Botany Way, Dalton, Georgia

* denotes projects completed with other firms



**MARK
SWEENEY**
PE

- **Education**
Bachelor of Engineering
Penn State University
Master of Science in Civil
Engineering
University of Central Florida
- **Relevant Registrations**
Professional Engineer
#043869, State of Georgia

KEY PERSONNEL LEAD ENGINEER

Throughout his career, Mark has overseen projects as a project engineer, project manager, department manager, and office lead. He brings great insight to each project with which he engages.

Prior to moving to Atlanta in 2018, Mark served as City Engineer for several cities. He was instrumental in numerous capital improvement projects including site development, city streets, streetscapes, sidewalk, and stormwater projects. Mark is also a creative problem solver that knows how to effectively design and create for challenging engineering solutions.

→ Experience

- HANWA Utility Engineering, Cartersville, Georgia
- Fayette Sanitary Updates, Fayette County, Georgia
- Complete Streets Implementation, Fairburn, Georgia
- Peachtree Street Streetscape Design, Atlanta, Georgia
- Avondale Estates/US 278 Complete Streets, Avondale Estates, Georgia
- Lenox Road Scoping Study, Atlanta, GA
- Georgia College and State University Connector, Milledgeville, Ga
- Lynnbrook Park, Chattanooga, TN
- Gilbert Park Drainage and Landscape Improvements*, Mount Dora, FL
- Fulton County Standby Engineering Services, Fulton County, GA
- City of Atlanta Green Infrastructure Study, Atlanta, GA
- Memorial Drive Complete Streets, Atlanta, GA
- Shallowford Road Pedestrian Scoping, Doraville, GA
- Fishing Creek Trail, Milledgeville, GA
- Rottenwood Creek Trail Phase 2, Marietta, GA
- Memorial Drive Complete Streets, Atlanta, GA
- Salem Park Parking Lot, Stonecrest, GA

b. Project Experience

FORSYTH COUNTY COURTHOUSE ADA PARKING

Forsyth County, Georgia

Stantec staff provided design and construction administration services for a retrofit parking lots project in downtown Cumming next to the Forsyth County Courthouse. The courthouse did not have easily accessible ADA parking, and the county found many folks of varying need were struggling to access the public building. Forsyth contracted Stantec to design an accessible parking lot and route withing ADA standards in between the court house and the public road. This includes accessible entrances and exit drive, relocating existing city sidewalks, underground detention and water quality systems. The project has been constructed and users of all capabilities can easily access the courthouse.

Client Name Jericho Design Group
Project Timeline 2020-2021
Client Contact
Doug Shaw, Owner
470.520.1043
dshaw@jericho-design.com



ALL SAINTS CATHOLIC CHURCH PARKING LOT EXPANSION

Dunwoody, Georgia

Client Name Smith Boland Architects
Project Timeline 2021-2022
Client Contact Michael Boland, AIA
770-435-3080
michael@smithboland.com



All Saints Catholic Church is expanding as their need for additional facilities also included more capacity for parking and accessible routing of visitors to the Church. Stantec was hired to provide civil engineering services for the parking lot expansion as well as to consider related stormwater containment and release. The design was integrated into the overall architectural and structural improvements that the Church is implementing at the same time. In some cases, tight and narrow through-ways were mitigated with unique design solutions that allow the parking lot to still function as anticipated. Construction is planned for Summer of 2023.

DONALDSON-BANNISTER FARM PARKING LOT EXPANSION

Dunwoody, Georgia

Client Name Dunwoody Preservation Trust
Project Timeline 2019-2020
Client Contact Jim Williams, President
770.668.0401
jim@dunwoodypt.org

Stantec was originally hired to provide a complete site restoration and site amenity package to the historic and recreational property that included pathways, seating, parking, and new roads. After completion, Stantec was rehired to provide design of a parking lot expansion for the building capacity expansion of the property to provide additional capacity. The proposed area had many drainage issues on a slope. Stantec provided civil engineering services for the parking area as well as detailed stormwater and utility coordination to ensure the lasting success of the parking area. Concise effort was given to ensure ADA accessibility of the parking lot as well as access to the other areas that the farm has to offer. Paths and drainage routes were implemented to mitigate existing conditions. The project was constructed in 2020.

c. Project Understanding and Approach

Understanding

Stantec understands how public spaces and accessibility are interconnected and dependent upon one another. The expanded capacity for parking at Fairington Park will promote the recreational use for the community as well as assist with connection to New Fairington Park. Stonecrest recreational opportunities are fantastic places for the community to join and partake in their natural environment. This parking lot expansion and site upgrade will allow users to more efficiently connect with what this park and future connections have to offer.

Approach

Project Management - Stantec is a team-oriented group. When our team joins with you all, a true partnership is formed that promotes the growth of a healthy community. We will kick-off that relationship by creating a Project Management Team (PMT) with Stantec and city staff as well as any identified stakeholders or key members. The PMT will then finalize the schedule and anticipated deliverables within the project framework. All decisions and processes will go through the PMT to ensure all parties are effectively informed and agreed.

Survey - Concurrently, Stantec will release our survey partner KCI Technologies for site survey to gather all required site and topographic information that allows our team to start analyzing the existing conditions and inform our preliminary design process. KCI will survey the adjacent property for reference but not the entire site boundary. Survey will include existing utilities and edge of roadway and r/w adjacent to Fairington Parkway

Concept - Stantec will then begin to figure preliminary design with opportunities and constraints that can be communicated with the city prior further development. If appropriate, 2 developed concepts will be brought to the PMT during a Concept Development meeting where final direction can be confirmed with all proposed improvements. Certain considerations will be given to orientation, parking lot layout and capacity, stormwater conveyance, and existing utilities. T

Construction Plans - Our team of engineers will then go to work to develop these concepts into working construction drawings that include the necessary information to implement and construct the project. This will include all detailed construction drawings including existing conditions, site, grading, and erosion control plans as well as any stormwater or utility profiles that will be utilized for construction. As required final specifications and plans will be delivered to the city for bidding and construction.

Permitting - As the plans go into final development and the PMT is comfortable with the anticipated deliverable, Stantec will begin to permit the project through the City of Stonecrest permitting process and Georgia Soil and Water Conservation (GSWC). Any required updates, edits, or revisions that the city may need will be adjusted and addressed during this time. Stantec prides itself as working with the permitting team efficiently and effectively to meet all schedules.

Specific Design Considerations - Our team will evaluate specific spatial relationships and offsets from proposed expansion of parking lot to the property boundary on the East side adjacent the residential property. Adequate space and buffering will be allowed and provided as required by Stonecrest.

Our team will also evaluate the tree removal as part of the expansion. Existing trees will be categorized and evaluated. Our plan will include tree replacement around the parking area where feasible to restore tree canopy cover to provide shade and mitigate heat island effect.

Construction Administration and Related Services - As mentioned, Stantec is a partner in this process. If requested/or as needed, Stantec can be involved during the construction process. Stantec can assist with the bidding and contractor selection process as well as answer RFI's and respond with Addendum if needed. During the construction phase, Stantec can be virtual attendees of agreed upon progress meetings and approve any shop drawings. These services re for the benefit of the city to ensure that the anticipated goals and objectives of the project are being delivered in the manner that are anticipated. Stantec shares the desire with the city to see a final implemented project that is delivered and also gives value to the local community around it.

d. COST PROPOSAL

REQUEST FOR PROPOSAL 23-113 Fairington Park Parking Lot Design Services

COST PROPOSAL SCHEDULE

Below, please find the Fee Proposal for Fairington Park Parking Lot. If additional services are required based upon city needs, those services and work will be provided under an additional service agreement.

1. Survey	
-includes site survey, utility locates, tree survey, partial property boundary (lump sum)	<u>\$ 9,000</u>
2. Civil Site Plan Design (lump sum)	<u>\$ 22,000</u>
3. Permitting-City and GSWC (lump sum)	<u>\$ 10,000</u>
4. Reimbursement Fees, Mileage and Printing as needed (not to exceed)	<u>\$ 1,000</u>
<u>Total Cost Proposal</u>	<u>\$42,000</u>

	Project Manager	QA/QC	Sr. Engineer	EIT	Cad Tech
Hourly Rates	\$ 172.00	\$ 220.00	\$ 195.00	\$ 172.00	\$ 131.00
Tasks	Anticipated Hour Units (subject to change)				
Survey					
Civil Site Design	20	4	8	40	60
Permittng	10		8	16	40
Reimbursement	Time and Materials not to Exceed				
Construction Administration (as requested)	Time and Materials Per Hourly Rates				

04 REFERENCES

REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company:	Jericho Design Group, LLC
Address:	208 Pirkle Ferry Road, Suite C
	Cumming, GA 30040
Phone Number:	470.520.1043
E-mail Address:	dshaw@jericho-design.com
Contact Name:	Doug Shaw, AIA Managing Member/Owner

Name of Company:	Smith Boland Architects
Address:	532 Roselane St NW Suite 310
	Marietta, Ga 30060
Phone Number:	770.435.3080
E-mail Address:	michael@smithboland.com
Contact:	Michael Boland, Partner

Name of Company:	Dunwoody Preservation Trust Inc., Donaldson Bannister Farm
Address:	PO Box 888658
	Dunwoody, Ga 30356
Phone Number:	770.668.0401
E-mail Address:	jim@dunwoodypt.org
Contact:	Jim Williams, President

APPENDIX



EXHIBIT A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Stantec Consulting Services Inc.
Address: 229 Peachtree Street NE, Suite 1900, Atlanta, Georgia 30303-1629

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.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

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

07/24/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

24 DAY OF July, 2023

Kimberly Lehrer
Notary Public

[NOTARY SEAL]



My Commission Expires: 10/02/2026

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

EXHIBIT B
DRUG-FREE WORKPLACE

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

The undersigned further certifies that:

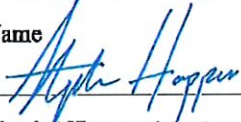
- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest (Service Provider) Stantec Consulting Services Inc. (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.

Stantec Consulting Services Inc.

Company Name



07/24/2023

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper

Printed Name of Authorized Officer or Agent

EXHIBIT C

PURCHASING POLICY ADDENDUM

I, Stephen Hopper, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 07/24/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Associate
Title of Authorized Officer or Agent of Service Provider

Stephen Hopper
Printed Name of Authorized Officer or Agent Date

EXHIBIT E
NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 24th day of July, 2023

Stantec Consulting Services Inc.
(Name of Organization)

Associate
(Title of Person Signing)


(Signature)

RFP 23-113 Fairington Park Parking Lot Design Services
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Bartow)

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 24th day of July, 2023


Notary Public Signature

My Commission Expires: 10/02/2026





DATE: June 26, 2023

TO: All Offerors'

FROM: City of Stonecrest Purchasing Department

RE: RFP No. 23-113, Fairington Park Parking Lot Design Services

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

Recieved *Allyson Hopper*

d. COST PROPOSAL

REQUEST FOR PROPOSAL 23-113 Fairington Park Parking Lot Design Services

COST PROPOSAL SCHEDULE

Below, please find the Fee Proposal for Fairington Park Parking Lot. If additional services are required based upon city needs, those services and work will be provided under an additional service agreement.

1. Survey	
-includes site survey, utility locates, tree survey, partial property boundary (lump sum)	<u>\$ 9,000</u>
2. Civil Site Plan Design (lump sum)	<u>\$ 22,000</u>
3. Permitting-City and GSWC (lump sum)	<u>\$ 10,000</u>
4. Reimbursement Fees, Mileage and Printing as needed (not to exceed)	<u>\$ 1,000</u>
<u>Total Cost Proposal</u>	<u>\$42,000</u>

	Project Manager	QA/QC	Sr. Engineer	EIT	Cad Tech
Hourly Rates	\$ 172.00	\$ 220.00	\$ 195.00	\$ 172.00	\$ 131.00
Tasks	<i>Anticipated Hour Units (subject to change)</i>				
Survey					
Civil Site Design	20	4	8	40	60
Permittng	10		8	16	40
Reimbursement	Time and Materials not to Exceed				
Construction Administration (as requested)	Time and Materials Per Hourly Rates				